

(iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

To HAVE AND To HOLD unto the Mortgagee, its successors and assigns forever.

Now, THEREFORE, the Mortgagor covenants and agrees as follows:

1. The Borrower will punctually pay principal and interest as set forth in the Note.

2. The Mortgagor will comply with all terms, covenants and conditions of the Prior Mortgage, all of which are incorporated herein by reference as though fully set forth herein except that the term Building Loan Agreement, as used in Section 1.15 of the Prior Mortgage, shall be deemed to include the Supplemental Building Loan Agreement.

3. The Borrower will receive the advances secured by this mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purposes. The Mortgagor will indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense including, without limitation, any judgment, attorney's fees, cost of appeal bonds, and printing costs arising out of or relating to any proceeding instituted by any claimant alleging a violation by the Mortgagor of any provision of any applicable lien law.

4. No provision in this Supplemental Mortgage or in the Note shall require the payment or permit the collection of interest in excess of the maximum amount permitted by law in commercial construction or permanent mortgage loan transactions between parties of the character of the parties hereto. The Borrower shall not be obligated to pay any interest in excess of such maximum amount.

5. In Event of Default under either the Prior Mortgage or this Supplemental Mortgage shall be an Event of Default under both Mortgages.

6. Neither Greenville nor Carlyle shall be personally liable for the performance of, or compliance with, any of the covenants or obligations of or incorporated in this Mortgage and the Mortgagee shall look solely to the Mortgaged Property in the pursuit of its remedies set forth herein or provided by law and the Mortgagee shall not be entitled to any

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