

hereinafter called the mortgaged property, which is subject to the lien of a mortgage dated November 16, 1971, recorded on November 18, 1971, in the RMC Office for Greenville County, where this property is located, in Book 1213 of mortgages, Page 603, executed by the Original Mortgagor, conveying said property to secure the mortgage debt evidenced by one promissory note of even date (as amended June 6, 1973) for the total principal sum of \$2,950,000.00, payable as therein specified.

And whereas, said Metropolitan Life Insurance Company is now the present owner and holder of said note and mortgage by virtue of an assignment from First Wisconsin National Bank of Milwaukee,

And whereas, the Owners have purchased their interest in the property encumbered by said mortgage and, on the representation of the Original Mortgagor and the Owner to the Mortgagee that there is no second mortgage or other subsequent lien or claim of lien outstanding against the mortgaged premises, the Mortgagee has been requested to forego and waive any right it might have to obtain a deficiency judgment against the Original Mortgagor or the Owner in the event of foreclosure of said mortgage;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, it is agreed as follows:

That upon the express condition that nothing herein contained and nothing done pursuant hereto shall affect or impair the priority or validity of the lien of its mortgage, the Mortgagee hereby agrees that in the event of foreclosure of the mortgage securing the indebtedness and described herein, the holder agrees that it shall not seek or obtain a deficiency judgment against the Original Mortgagor or the Owner.

The mortgaged property shall remain subject to the lien of the mortgage and nothing contained herein or done pursuant hereto shall affect such lien or the priority thereof over any other lien, nor shall anything contained herein or done in pursuance hereof affect any other security or instrument, if any, held by the Mortgagee, as security for the mortgage indebtedness or for the performance of any of the covenants of the note or mortgage,

As used herein, the word "mortgage" means and includes the mortgage, trust deed, deed of trust, mortgage deed, loan deed or other instrument in the