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The following additional provisions are incorporated into and shall be deemed to amend and supplement the mortgage between Maxwell Pointe Investors, a South Carolina General Partnership, (the "Borrower"), and American Federal Bank, F.S.B., (the "Lender") this 17th day of January, 1984, as follows:

24. The note which this mortgage secures, given by the Borrower to the Lender contains provisions for changes in the rate of interest and provisions for changes in the monthly payments accordingly. Said note further contains provisions for changes in the monthly payment in the event of prepayment of the principal amount due on said note as therein provided. A duplicate original of said note marked "Duplicate Original" is attached hereto and incorporated herein by reference as though fully set forth herein verbatim, and the terms and conditions relating to changes in the rate of interest and monthly payments

25. The terms and conditions of the note which this mortgage secures shall control the personal liability or obligation of the Borrower or of the guarantors and endorsers of said note for a personal or deficiency judgment arising out of the indebtedness due thereunder as set forth in said note, incorporated herein by reference, which personal liability is limited to the maximum sum provided therein, and the rights of the Lender or owner and holder hereof shall otherwise be non-recourse and limited to the foreclosure of the property or other remedies provided herein and in the assignment of leases and rentals.

26. The Borrower reserves the right to have released in due form of law at any time upon request from the lien of this mortgage and of any other security instruments connected with this mortgage Parcel 2, containing 1.561 acres upon payment to the Lender of the sum of \$150,000.00, and Parcel 3, (also known as "Outparcel") containing 0.616 acres, for the sum of \$80,000.00, which parcels are shown on a plat of the Property of Maxwell Pointe Investors, made by Dalton & Neves Company, Engineers, dated July, 1983, marked "Addition to Plat November, 1983" attached hereto and incorporated herein by reference as though fully set forth. Said release amounts shall be applied on the principal balance of the indebtedness due by Borrower to Lender as provided for in said note attached hereto.

27. Paragraph 2 of the Uniform Covenants contained in said mortgage is amended to provide that the terms and conditions of said paragraph shall be applicable and enforceable by Lender against Borrower only in the event of a default under the terms and conditions of said mortgage or the note which this mortgage secures, with the purpose and intent that there shall be an escrow account for taxes and insurance only in the event of a default in the terms and conditions of the note and mortgage.

28. In order to insure Borrower's covenants contained in Paragraph 20 of the mortgage, the Borrower has executed to the Lender under separate instrument a conditional assignment of leases and rentals to be recorded herewith, the terms and conditions of which are incorporated herein by reference and made a part hereof as though fully set forth, and the covenants in which conditional assignment of leases and rentals shall be enforceable by the Lender against the Borrower as a part and parcel of this mortgage and the note which this mortgage secures.

29. The terms and conditions of Paragraph 17 relating to sale and transfer of the property and assumption of this mortgage and the note which it secures is amended to delete reference in subparagraph (d) which reads "the grant of any leasehold interest of three years or less not containing an option to purchase". Paragraph 17 is further amended to provide that notwithstanding the contrary provisions contained in said paragraph (1) the Borrower shall have the right to lease on a long-term basis or otherwise, any parcel contained on the property to a tenant or tenants on such terms and conditions as are normally contained in leases of commercial or retail shopping center property to tenants occupying space therein, including options to renew the term of said leases and (2) the Borrower shall have the right to sell and transfer the entire property or a substantial portion to any person,