

Mortgagor shall provide an itemized statement of all such expenditures to the Mortgagee, together with copies of invoices, proof of payment and other supporting documents reasonably requested by the Mortgagee.

18. Anything to the contrary contained in this Mortgage or the Notes notwithstanding, the Mortgagor shall be permitted to setoff against amounts otherwise due on the \$1,610,000 Note and \$400,000 Note all sums due and owing from the Mortgagee to the Mortgagor as a result of a breach of any warranty or obligation of the Mortgagee set forth in that certain Agreement for Sale and Purchase of the Premises, dated as March 10, 1984, or any other document or instrument delivered on or about the date of consummation of transfer of the Premises from the Mortgagee to the Mortgagor; provided, however, that (a) the Mortgagor shall not be permitted to setoff against any and all sums needed to meet debt service on all Underlying Mortgages; (b) no setoff shall occur until a final judgment arising out of or related to the Agreement for Sale and Purchase or the transactions contemplated thereby is rendered against the Mortgagee by a court of competent jurisdiction; and (c) no setoff shall occur unless written notice of a claim is given to the Mortgagee within six (6) months of the date of this Mortgage and suit commenced within ninety (90) days after notice is so given. In the event of suit, the prevailing party shall be entitled to collect attorney's fees and costs from the other party.

19. Upon request from the Mortgagee from time to time, the Mortgagor shall execute estoppel letters confirming the amount then due and owing with respect to each of the Notes and whether any claim has been made against the Mortgagee by the Mortgagor which could give rise to a right of setoff as set forth in Paragraph 18 hereinabove and the current status of such claim, if any.

WITNESS the hands and seals of the authorized General Partners of the Mortgagor this 5th day of April, 1984.

GREENVILLE HOTEL ASSOCIATES

(SEAL)

Robert A. Dean

By: Robert A. Dean
Its: General Partner

Edward Menzies
Witness as to Robert A. Dean

[Signature]
Witness as to Robert A. Dean

Edward Menzies
Witness as to E. L. Pooser

[Signature]
Witness as to E. L. Pooser

By: E. L. Pooser
Its: General Partner

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