

This being the same property conveyed to the mortgagor herein by deed of First Hartford Realty Corporation, which deed is of record in the Office of the RMC for Greenville County, S.C. in Deed Book 991 at Page 444 on Dec. 31, 1973.

BOOK 1436 PAGE 502

4.07 Required Notices. The Borrower shall notify the Noteholder promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to THE PROPERTY; (ii) receipt of any notice from the holder of any other lien or security interest in THE PROPERTY; or (v) commencement of any judicial or administrative proceedings by or against or otherwise affecting the Borrower, the Guarantor (if any), THE PROPERTY or any entity controlled by or under common control with the Borrower or the Guarantor, or any other action by any creditor thereof as a result of any default under the terms of any loan. insofar as same may affect THE PROPERTY.

4.08 Management. The Borrower covenants that at all times prior to the payment in full of the indebtedness evidenced by the Note and other sums secured hereby, THE PROPERTY shall be managed by the Borrower or by a management company which shall have been approved in writing by the Noteholder and pursuant to a management agreement which shall have been approved in writing by the Noteholder prior to the execution thereof. or a general partner thereof

4.09 Default Rate. The Default Rate shall be the highest maximum legal rate or two percent in excess of the rate specified in the Note, whichever shall be the lower.

4.10 Borrower hereby acknowledges receipt of a true copy of this instrument.

4.11 Where the consent of Noteholder is required pursuant to the provisions of this Mortgage, the Loan Agreement, and any other documents securing the indebtedness evidenced by the Note, Noteholder agrees that such consent shall not be unreasonably withheld or delayed.

4.12 *

IN WITNESS WHEREOF, the Borrower has executed this Mortgage this 27th day of JUNE, 1978, under seal.

Signed and acknowledged in the presence of us:

R Frank Deane

CA Robertson

GREENVILLE ASSOCIATES, LTD.

By: Carlyle Real Estate Limited Partnership - 73, General Partner

By: Carlyle-JMB, Inc.

By: Stuart Nathan
(Title) Vice President

By: First Hartford Realty Corporation, General Partner

By: James A. Rubin
(Title) VICE PRESIDENT

~~This instrument prepared by~~

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me R. FRANK PLAXCO, who, being duly sworn says that he saw the within named Greenville Associates, Ltd., by its general partners, Carlyle Real Estate Limited Partnership - 73 (by its general partner Carlyle-JMB, Inc., by STUART C. NATHAN its VICE PRESIDENT), and First Hartford Realty Corporation, by JAMES A. RUBIN its VICE-PRESIDENT, sign the within Mortgage and Security Agreement, and the said Greenville Associates, Ltd., by its said general partners, seal said instrument, and, as its act and deed, deliver the same, and he with CA. ROBERTSON, III witnessed the execution thereof.

R Frank Deane

SWORN to before me this 27th day of JUNE, 1978.

CA Robertson
Notary Public for South Carolina
My Commission expires: July 17, 1985

*Borrower hereunder hereby acknowledges and ratifies the Subordination (to be executed simultaneously herewith) of its certain mortgage to First Hartford Realty Corporation dated December 14, 1973 and recorded in the Greenville County R.M.C. Office in REM Book 1298, at page 703.

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