

Everything referred to in paragraphs (A), (B), (C), (D), (E) and (F) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or intended to be so is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, its successors and assigns, forever and Mortgagor does hereby fully warrant the title to the Mortgaged Property and will defend the same against the lawful claims of all persons whomsoever, subject, however to the exceptions to title set forth in Exhibit B annexed hereto and made a part hereof.

PROVIDED ALWAYS, that if the Mortgagor shall pay in full the principal of and interest and additional interest on the Note in accordance with the terms and all other sums becoming due and payable hereunder, and abide by and comply with each and every covenant and agreement set forth herein, then this Mortgage and the estate hereby granted shall cease, terminate and become void.

Mortgagor further covenants and agrees with Mortgagee as follows:

1a. Mortgagor shall perform, observe and comply with all provisions hereof and every other security instrument executed simultaneously herewith and of the Note and of every other instrument securing the Note.

b. Mortgagor shall pay to Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal sum of \$3,600,000 together with interest and additional interest thereon, and other sums therein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Note and this Mortgage; and shall timely perform all of its obligations and duties as lessor under the Leases.

c. This Mortgage is subject and subordinate to those certain notes and mortgages collectively more particularly described as follows:

Mortgage in the original principal amount of \$2,100,000 from Redman Development Corporation to American Century Mortgage Investors, dated July 15, 1971, recorded July 29, 1971, Book 1200, page 353, RMC Office for Greenville County, S.C. securing promissory notes in the original principal amounts of \$1,890,000 and \$210,000 (the "Senior Notes") which mortgage was assumed by EES Taghro Associates, a Texas limited partnership by deed from Redman Development Corporation, dated August 17, 1971, recorded November 10, 1972, Deed Book 960, page 167, aforesaid record and was assigned by Assignment of mortgage to The Equitable Life Assurance Society of The United States and/or The Equitable Life Mortgage and Realty Investors, as their interests may appear, dated July 30, 1973, recorded August 2, 1973, Book 1286, page 715, RMC Office for Greenville County, S.C., which mortgage was modified by Mortgage Modification Agreement