

with interest thereon, as hereinbefore set forth; and that there are no offsets or defenses to the said Notes and Mortgages as consolidated and coordinated, nor to the indebtednesses secured thereby, nor to any part thereof.

The Mortgagor and Mortgagee hereby certify that they shall regard this instrument to secure the same indebtedness secured by the said Notes and Mortgages hereinbefore referred to, namely, the total principal sum of One Million, One Hundred Seventy Thousand, Three Hundred Ninety-two Dollars and 65 Cents (\$1,170,392.65) and interest, as aforesaid, and secures no further or other indebtedness or obligation.

All reference to "Note" and "Mortgage" herein contained, unless otherwise qualified as referring to one of the Notes or Mortgages hereinbefore described, shall be deemed to refer to all of the Notes and all of the Mortgages, respectively held by the Mortgagee as aforesaid, as hereby consolidated and modified.

This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

Executed as a sealed instrument the day and year first above written.

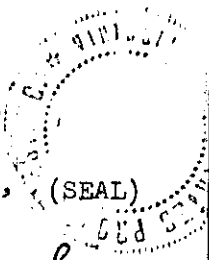
WITNESSES:

Howard C. Dick
Terence M. Hinnant

YORKTOWN OF GREENVILLE LIMITED PARTNERSHIP

By Associated Properties, Inc., (SEAL)
General Partner

By Robert W. Adams Pres.
Joseph R. [Signature]

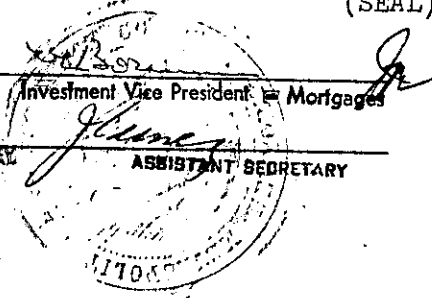


Daniel J. Lane
Daniel J. Lane
Frank J. Lowe
FRANK J. LOWE

METROPOLITAN LIFE INSURANCE COMPANY (SEAL)

By L. L. Borum Investment Vice President - Mortgages

J. Carnel ASSISTANT SECRETARY



(Continued on Next Page)