

Seventh: TRANSFER OF NOTE. In case the note hereby secured be hereafter endorsed or assigned or passed by operation of law to another party, then all of the powers and options herein conferred on the obligee are automatically devolved and passed to the new holder of the note. Subsequent or successive transfer of the title to the note secured hereby shall likewise carry the powers and options referred to the subsequent note holder or note holders. These provisions shall be in addition to and not in substitute of, powers granted to note holders by the statutory laws of the State of South Carolina.

Eighth: TRANSFER OF FEE TITLE. Nothing contained herein shall be construed to prohibit Mortgagor from transferring fee title to the premises by deed or other instrument of conveyance; provided, however, that any such conveyance or transfer shall be of the entire premises and not a part or portion thereof unless the consent of the Mortgagee shall have been given in writing.

Ninth: RELEASES ON RESIDENTIAL LOTS. Included in the premises covered by the lien of this mortgage are two residential lots fronting on Buena Vista Street and briefly described as Lot 119, Block A, University Heights and Lot 123, Block A, University Heights, respectively, both as shown on a plat of said University Heights recorded in the RMC Office for Greenville County in Plat Book Y at Page 53. Mortgagee agrees that Mortgagor may sell and convey either of said lots and that it will release either or both of said residential lots from the lien of this mortgage at Mortgagor's written request and upon payment to Mortgagee of ~~the greater of (a) \$19,000.00 per lot, or (b) the Mortgagor's entire net proceeds received from the sale of each lot.~~ Any excess funds received by Mortgagor will be used in connection with the operation and/or improvement of that portion of the premises operated as a shopping center.

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Tenth: USE OF RESIDENTIAL LOTS. Mortgagee agrees that Mortgagor may demolish the residential improvements on each of the two lots described in the ninth paragraph of this Article III provided (a) that the purpose of the demolition shall be for the expansion of the operations of the shopping center on the adjoining property, and (b) provided, further, that such demolition of the residential improvements and use of the lots for shopping center purposes will not violate any term of any lease agreement affecting said lots, any applicable restrictive covenant or zoning law or ordinance. Before undertaking any demolition or expansion of shopping center use on the residential lots, Mortgagor will notify Mortgagee in writing and provide Mortgagee with such written evidence that the conditions set forth in (a) and (b) above have been met as Mortgagee may reasonably request.

Eleventh: FIRST LIEN. This mortgage is, and always will be kept a first lien upon the premises and the Mortgagor will not create or suffer to be created any lien or charge prior to or upon a parity with the lien of this Mortgage upon the premises, or any part thereof, or upon the rents, issues, profits, revenues and other income therefrom.

Twelfth: NONRECOURSE NOTE. By acceptance of this mortgage and the note secured hereby, the holder of said note and mortgage agrees, for itself, its successors and assigns, and does hereby waive its right to a deficiency judgment against the maker hereof or any partner thereof, its successors and assigns, and further agrees to look only to the premises encumbered by this mortgage for the satisfaction of the foreclosure suit money judgment.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor under seal the day and year first above written.

Witnesses:

Jessie M. Hummer
Sara A. Barfield

David Cohen
 Asst. Secretary

GREENVILLE ASSOCIATES, (SEAL)
 a Maryland Limited Partnership

By: *Herman A. Weitzbuch*
 HERMAN A. WEITZBUCH, General Partner

and
 J.L.M.S., Inc., General Partner
 By: *J. Mark Schapiro* (SEAL)
 J. Mark Schapiro, President

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