

Development Co., and Haywood Properties, recorded in the Office of the RMC for Greenville County on August 6, 1979, in Deed Book 1103 at page 639 at 2:36 p.m.

7. Supplemental Operating Agreement by and among Haywood Mall, Inc. and Monumental Haywood, Inc., a Joint Venture doing business as Haywood Mall Associates, Monumental Corporation and Belk-Simpson Company, recorded July 20, 1979, in the Office of the RMC for Greenville County in Deed Book 1107 at Page 219 at 4:40 p.m.

8. Together with any and all Amendments and Supplements to the Agreements set forth in paragraphs 1 through 7 set forth above.

Mortgagor agrees that it will promptly cure any and all defaults of the Mortgagor in the Agreements set forth in paragraphs 1 through 8 above which could cause a termination of any of the Agreements herein set forth above.

Everything referred to in paragraphs (A), (B), (C), (D), (E), (F), (G) and (H) 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 and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void and shall be released by Mortgagee in the manner specified by law, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

ARTICLE ONE

COVENANTS OF MORTGAGOR

1.01 Performance of Note, Mortgage, etc. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of any other instrument securing the Note, and will promptly pay to Mortgagee the principal with