

(d) As and when requested by Mortgagor, from time to time, Mortgagee shall deliver to the purchaser of a condominium unit a partial release from the lien of the Mortgage, any and all U.C.C. financing statements and any and all assignments of leases, rents and profits, releasing individual condominium units, together with all Building Equipment located therein or appurtenant thereto, upon payment to Mortgagee of the Release Price and upon payment of the fees and disbursements of Mortgagee's attorneys. Upon delivery of the first partial release, Mortgagor shall incur a fee payable to Mortgagee, which shall equal one and one-half per centum (1-1/2%) of the then outstanding principal sum owing under the Note secured by this Mortgage. Said fee shall be payable to the Mortgagee prior to the delivery of the final release from the lien of this Mortgage. If requested by Mortgagor, Mortgagee shall deposit, or shall cause a title company as its agent to execute and deposit, partial releases of all units in the condominium with a bank, title insurance company or duly licensed attorney, designated by Mortgagor and approved by Mortgagee as escrowee, to facilitate the sale and conveyance of condominium units, provided that the terms of such deposit in escrow shall specifically provide that partial releases are not to be recorded until the Release Price with respect thereto has likewise been deposited with such escrow agent for the benefit of Mortgagee.

(e) All rights of the Mortgagor as seller under contracts to sell condominium units, together with deposits thereunder, are hereby assigned to Mortgagee as additional security for the loan secured hereby. All sales deposits shall be held in accordance with the provisions of South Carolina law.

51. In the event that a claim or adjudication is made that Mortgagee has acted unreasonably or unreasonably delayed acting in any case where by law or under this Mortgage it has an obligation to act reasonably or promptly, Mortgagee shall not be liable for any monetary damages, and Mortgagor's remedies shall be limited to injunctive relief or declaratory judgment.

3. Provided that the Mortgagee receives payment in full for all fees due in accordance with Paragraph 50 of the Mortgage, the last paragraph appearing on page 2 and continuing on page 3 of the Note is hereby waived and deleted in its entirety in so far as it requires the payment of any consideration for the privilege of prepayment.

4. The following provision is hereby added to the end of Paragraph "3" of the Mortgage:

Nothing herein shall prevent Mortgagor from converting the property to a condominium and from performing nonstructural renovations, repairs and refurbishing in connection with said conversion.