

for said indebtedness. Neither the Mortgagee hereof, its successors or assigns, nor any other person, party or entity, shall be personally liable for the payment and performance of the covenants and agreements contained in this mortgage or the Note, except to the extent of its interest in the Premises and any other security given for the obligations hereof. Except as provided hereinabove and in the Note, Mortgagor waives any right to a deficiency judgment in the event of a foreclosure of this mortgage.

28. As to the security interest hereby created, the Mortgagee and Mortgagor shall have the same rights and remedies as provided in Article 9 of the Uniform Commercial Code in force in South Carolina at the date of this instrument as the provisions of said Article 9 provide for the Secured Party and Debtor, respectively, and upon default the Mortgagee may enforce the lien hereof by foreclosure in any action instituted to foreclose this Mortgage.

29. Any notice required to be given or served by either party hereto upon the other party shall be deemed given or served in accordance with the provisions hereof, if said notice is mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Mortgagee	Continental Associates 6201 Powers Ferry Road Suite 500 Atlanta, Georgia 30339
If to Mortgagor	Continental Realty Associates, Ltd. 3495 Cumberland Club Drive Suite 360 Atlanta, Georgia 30339

Each such mailed notice or communication shall be deemed to have been given to, or served upon, the party to which addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

30. The agreements and promises of the Note secured hereby and of this Mortgage are intended to be covenants running with the title to the Property, to be binding on the respective parties, their heirs, legal representatives and assigns, and to inure to the benefit of the respective parties, their heirs, legal representatives and assigns.

31. If Mortgagee is made a party to or appears as a party plaintiff or defendant in any action or proceeding affecting the Premises, the Note, or the validity or priority of this mortgage, then Mortgagor shall, upon demand, reimburse Mortgagee for all expenses incurred by Mortgagee by reason of any such action or proceeding, including reasonable attorneys' fees and interest at the rate of 18% per annum (and the same shall be added to the unpaid principal balance of the note and shall be recoverable therewith and as a part thereof and shall be secured thereby); provided, however, the foregoing shall not apply to any claims arising out of any acts of Mortgagee.