

reduced amount of interest or other charges or fees shall be paid and thereupon this agreement shall be deemed to be interpreted and intended to read as set forth in said writing as the true intention of the parties.

56. This instrument and all of the covenants contained herein shall bind the heirs, executors, administrators, successors and assigns of the mortgagor and inure to the benefit of the successors and assigns of the mortgagee with like effect as if such heirs, executors, administrators, successors and assigns were named herein.

57. Anything to the contrary herein notwithstanding, neither the undersigned nor any present or future partner in or of the undersigned, nor any other party or person, is or shall become liable, jointly, severally or otherwise, for the payment of any money by reason of anything contained in this mortgage or in the mortgage note. The sole remedy of the holder of this mortgage in the event of default by the undersigned shall be to foreclose this mortgage and to look exclusively to the property encumbered by this mortgage for satisfaction of the indebtedness evidenced by the mortgage note signed in connection herewith, and no deficiency judgment shall be sought or obtained.

58. Notwithstanding any provision to the contrary contained herein, interest shall not be payable by the mortgagee upon any sums deposited with and/or held in trust by the mortgagee pursuant to any provision hereof.

59. Mortgagee and mortgagor mutually acknowledge that this mortgage secures a total indebtedness of Three Million One Hundred Forty Thousand and 00/100 (\$3,140,000) Dollars and that the amount of indebtedness under the Purchase Money Mortgage is in the sum of Two Million ~~Seven~~ Hundred Thousand and 00/100 (\$2,050,000.00) Dollars and that the amount of indebtedness thereunder plus the principal balance of \$400,000 hereunder form the indebtedness hereunder and is not in addition thereto.

60. Amendment or termination. This mortgage may not be changed, added to or terminated except if such change, addition or termination is in writing signed by the mortgagor and mortgagee. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

MOTEL ASSOCIATES OF GREENVILLE
By: Appell & Marsh Management Corp.
A General Partner

By: *William H. Kover*
PRESIDENT

In the presence of:
Mark B. Bates

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