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assignment of leases or in any other agreement securing the payment of the Note, and neither the holder of the Note nor the holder of this mortgage shall be entitled to a personal or a deficiency judgment, and none shall be sought or entered. However, nothing herein contained shall limit or reduce the liabilities imposed upon Dain Corporation and Mortgagor by the Purchase Agreement or by the Guaranty executed by Dain Corporation pursuant to Paragraph 3 of the Purchase Agreement, even though Dain Corporation is not the maker of the Note.

ARTICLE 38. Mortgagor hereby waives to the extent allowed by law any and all rights to request or require an appraisal under the provisions of S.C. Code Ann., § 29-3-680 through 29-3-790 (1976), and as the same may be hereafter amended, of the real property subject to the lien hereof.

ARTICLE 39. This Mortgage, together with the various written instruments heretofore incorporated herein by reference, represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this mortgage shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.

WITNESS the due execution hereof by Mortgagor this 15th day of September, 1983.

In the presence of:

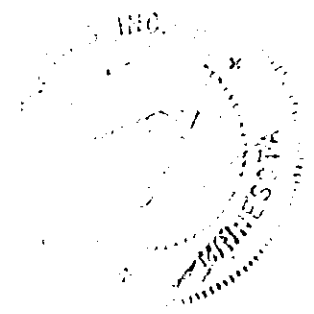
DAIN CAROLINA PARTNERS, A
LIMITED PARTNERSHIP

By Dain Properties, Inc., a General
Partner

(SEAL)

RAB Bullch
William H. Lawrence

By: Arthur Paul
Its: Arthur Paul President



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