

contract, title retention arrangement or other charge or lien taking priority over the security title and lien of this Mortgage.

1.19 Legal Actions. In the event that the Lender is involuntarily made a party in any action or proceeding affecting the Premises, the Note, the Indebtedness, or the validity or priority of this Mortgage, the Borrower shall immediately, upon demand, reimburse the Lender for all costs, expenses and liabilities incurred by the Lender by reason of any such action or proceeding, including reasonable attorneys' fees, and any such amounts paid by the Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

1.20 Loan Subsidy. Borrower covenants and agrees that it has obtained from The Greenville Downtown Development Loan Pool an agreement to subsidize the payment of the interest due on the Note subsequent to the Conversion Date (as that term is hereinafter defined) in an amount of not less than \$125,000.00, which total sum shall be paid directly to Lender on the Conversion Date. Borrower hereby absolutely and unconditionally transfers and assigns all its right, title and interest in and to the aforesaid agreement and the total sums to be paid under such agreement to Lender as additional collateral for the Indebtedness.

1.21 Conversion Date. Borrower covenants and agrees to comply with every term and condition in the Construction Loan Agreement dated of even date by and between Borrower and Lender in order to complete the total refurbishing of the Premises in accordance with the Plans and Specifications set forth in the Construction Loan Agreement by November 17, 1984 ("Conversion Date"). The Conversion Date is the date the Indebtedness secured hereby converts from a construction loan to a permanent

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