

partnership, limited or general, corporation or other entity in which sale or transfer such transferee or grantee shall have the right to assume the note, mortgage and other security instruments given by the Borrower hereunder without the right of acceleration or due-on-sale call by the Lender on the condition that the loan balance due under the terms of the note which this mortgage secures shall be no greater than \$1,800,000.00 at the time of such transfer and further subject to the terms and conditions of a certain commitment issued by the Lender to the Borrower, dated November 30, 1983 and December 13, 1983, incorporated herein by reference and made a part hereof as though fully set forth herein.

30. In the event that the Borrower obtains a release of Parcel 2, containing 1.561 acres, and/or Parcel 3, ("Outparcel"), containing 0.616 acres, above mentioned, and furthermore, in the event that legal title to the remaining property shown on a plat of the Property of Maxwell Pointe Investors, made by Dalton & Neves Company, Engineers, dated July, 1983, Addition to Plat November, 1983, as Parcel 1, containing 6.779 acres, vests in a third party or parties, including the Lender, different from the owners of legal title of either of Parcels 2 or 3, through foreclosure or otherwise, the respective different owners shall enter into an agreement that each shall have the rights of ingress, egress and parking in common with each other to all common areas of the entire property as a retail commercial shopping center for the common use of themselves, their customers and invitees, in perpetuity as covenants running with said respective properties for their common use and benefit, and the terms and conditions of this covenant contained in this mortgage shall be and become binding upon any party who succeeds to the title of the Borrower through foreclosure or other judicial process vesting legal title in and to such party, but such covenants shall not be applicable to any part of said property covered by any buildings now or hereafter constructed thereon.

IN WITNESS WHEREOF, the Borrower has executed these pages 5 and 6 as a part and parcel of said mortgage, this 17th day of January, 1984.

IN THE PRESENCE OF:

Constance G. M. Smith

J. J. M. Smith

MAXWELL POINTE INVESTORS, A SOUTH CAROLINA GENERAL PARTNERSHIP

BY: EASLAN CAPITAL, INC.

BY: Jamile J. Francis, Jr. President

AND: Thomas C. Brown Secretary

Gordon L. Gibson
GORDON L. GIBSON

General Partner

General Partner

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