

FILED
GREENVILLE CO. S. C.

OCT 25 4 55 PM 1962

OLLIE FARNSWORTH
R. M. C.RIDER CONSTITUTING PART OF A
MORTGAGE BETWEEN HUGHES DEVELOP-
MENT COMPANY, INC. AND GENERAL
MORTGAGE CO., DATED THE 25th
DAY OF October, 1962.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

The Mortgagor Hughes Development Company, Inc. further covenants, agrees, warrants and/or represents that:

1. All representations made by it in the several leases are true.
2. The leased spaces, including the parking area, have been completed to the satisfaction of the lessees, lessees have accepted possession of the leased spaces, all stores are open for business, all due and payable rents and charges under said leases have been paid and that none have been prepaid, and there are no existing defaults or breaches of any of the covenants or conditions in said leases.
3. It will not cancel or change any lease or do anything which would lessen the value of the mortgagee's interest in such lease.
4. It will faithfully perform all covenants and conditions of all leases required to be performed by lessor and enforce all covenants to be performed by Tenants according to their tenor and in an equitable manner.
5. It will not lease, use, or permit to be used, any store or stores, or other units, in the Shopping Center as previously planned or erected or hereafter extended or enlarged in violation of any term, covenant or condition of any lease, including exclusives, and that it will use every reasonable effort to prevent such non-conforming use.
6. It will permit no subletting and no assignment of any lease without mortgagee's written consent unless the right to sublet or assign, as the case may be, is expressly reserved by the lessee in such lease, and even in the latter event to submit any consent it may be requested to give, for mortgagee's prior written approval of form and substance.
7. It will not construct, restore, add to or alter any building or other improvements in the Shopping Center or any extension thereof, nor consent to or permit any such construction, restoration, addition or alteration without mortgagee's written consent unless it is legally obligated to do so by an express provision in one of the several leases, and even in the latter event to obtain mortgagee's prior written approval of such construction, restoration, addition or alteration or of the form and substance of any consent it proposes to give.