RIDER TO MORTGAGE DATED MARCH 15, 1965 BETWEEN NALLEY COMMERCIAL PROPERTIES, INC., AS MORTGAGOR AND JAMES TALCOTT, INC., AS MORTGAGEE COVERING PREMISES ON THE SOUTHERN SIDE OF WADE HAMPTON BOULEVARD AND ON THE NORTHERN SIDE OF LEE ROAD SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest or principal on said Note or of a certain second note made by Mortgagor to Mortgagee on the date hereof in the sum of \$60,000.00, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, or in the event of default in the performance of any one of the terms or conditions of a certain Master Mortgage, as the same may be amended from time to time, (the "Master Mortgage") dated February 11, 1965 from the Mortgagor to the Mortgagee or of any of the other terms or conditions of this Mortgage, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the Mortgagee, its successors or assigns, although the period for the payment thereof may not then have expired.

This Mortgage (as the same may be amended from time to time) is subject to all of the terms, conditions and covenants of the Master Mortgage, all of which are incorporated herein by reference, with the same force and effect as if fully set forth herein, said Master Mortgage covering the properties known as Sherwood Flaza Shopping Center in Winston-Salem, North Carolina; Park Plaza Shopping Center in Spencer, North Carolina; Western Boulevard Shopping Center in Raleigh, North Carolina; the J. M. Fields Store in Greenville, South Carolina; and Kings Plaza Shopping Center, Charleston, South Carolina, and the premises mortgaged herein, and such additional properties to which the Master Mortgage may from time to time be extended.

Leon B Valley Jr. (Sec.)