- 4. Greenville does hereby covenant, agree, understand and acknowledge that any default under any one of such Mortgages or Deeds of Trust above set forth and referred to shall be deemed a default under each and every other such Mortgage or Deed of Trust and in particular to the Mortgage to which this Amendment is made and the Mortgagee, in the event of any such default, shall be entitled to all remedies available to it under the terms of this Mortgage, as amended.
- 5. Mortgagee hereby ratifies and acknowledges the scrivner's error contained in the Second Amendment of Mortgage dated June 25, 1969 which refers to Crescent as the Mortgagee but which instrument was in fact executed by the Mortgagee it being the intention of the parties hereto to recognize that wherever reference was made in said Second Amendment of Mortgage to Crescent as Mortgagee there shall be and is hereby substituted Reserve Life Insurance Company as the Mortgagee ab initio.
- 6. Mortgagor shall not convey, transfer or dispose of all or any part of the property covered by this Mortgage without the prior written consent of Mortgagee first obtained which consent Mortgagee may grant or withhold in its sole and absolute discretion.
- 7. Capital Expenditure. Greenville will cause to be expended the sum of One Million (\$1,000,000.00) Dollars in the aggregate on the real estate described in this Mortgage and in the other Mortgages or Deeds of Trust described in paragraph 2 of this instrument. Said expenditure shall be in capital expenditures on improvements to Real Estate with such improvements to be completed on or before June 30, 1971 and certification of such completion and payment therefor executed by the president or a Vice President and Treasurer or Assistant Treasurer, to be delivered to Reserve within thirty (30) days after such completion. For purposes of this Section, the term "capital expenditures" shall mean those expenditures