

context requires. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise interpreting this instrument. Any agreement hereafter made modifying the terms of this indenture shall be superior to the rights of the holder of any intervening lien or encumbrance. In the event any one or more of the provisions contained in this Mortgage or in the Note or in the Building Loan Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage as of the day and year first above written.

BROADMOOR APARTMENTS OF
GREENVILLE

By: TOWN & CAMPUS INTERNATIONAL
INC. (General Partner)

By: *Joseph O. Morrissey*
Joseph O. Morrissey
President

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

[Handwritten signatures]

