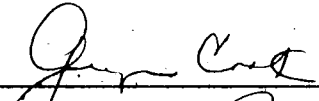
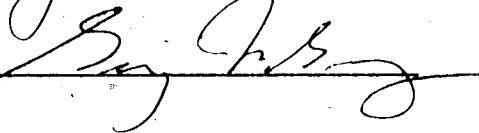


18. This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart, and this Agreement and each transaction consummated hereunder shall be deemed to be made under the laws of the Commonwealth of Massachusetts and shall be constituted in accordance with the laws of the said Commonwealth.

19. Neither this Agreement nor any provision hereunder may be changed, waived, discharged, or terminated orally, but only by an instrument in writing duly executed by the parties against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement will inure to the benefit of the successors and assigns of Lender.

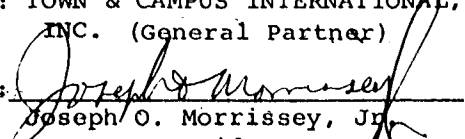
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:


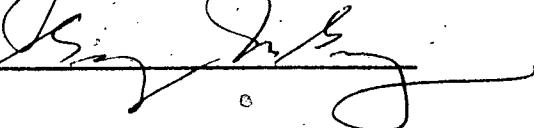
  
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BROADMOOR APARTMENTS OF  
GREENVILLE

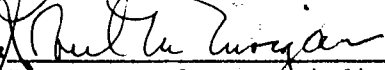
By: TOWN & CAMPUS INTERNATIONAL,  
INC. (General Partner)

By:   
Joseph O. Morrissey, Jr.  
President

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
  
\_\_\_\_\_

THE TRUSTEES OF C. I. MORTGAGE  
GROUP

By:   
As Trustee but not individual