

not apply to the rental payments due September 14, 1978, and December 14, 1978, with respect to the property described in Exhibit "B," and that such assignment shall be effective only with respect to rental payments due on and after March 14, 1979. The provisions of this paragraph 17 shall not limit in any manner the liability of any party to this Mortgage other than New South and Haywood.

18. This Mortgage is made under and shall be construed by the laws of the State of South Carolina. In the event any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, HMA, Monumental Corporation, New South, and Haywood have caused the within-written instrument to be executed by their respective officers and representatives thereunto duly authorized and their respective seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

HAYWOOD MALL ASSOCIATES (Seal)

A. Gustafson
Witness

By: Haywood Mall, Inc. (CORPORATE SEAL) INC.

Mary E. Croughton
Witness

By: Robert P. [Signature]
Its VICE PRESIDENT

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