

EXHIBIT B

This Wrap-Around Mortgage is subject and subordinate to:

1. (a) The aggregate sum of Two Million Nine Hundred Seventy Five Thousand and no/100 (\$2,975,000.00) Dollars represented by two Promissory Notes of the Mortgagor (and the assignor of Mortgagor in liquidation) in the original principal sums of One Million Five Hundred Twenty Five Thousand and no/100 (\$1,525,000.00) Dollars and One Million Four Hundred Fifty Thousand (\$1,450,000.00) Dollars respectively, (the "Consolidated First Mortgage Notes") which Consolidated First Mortgage Notes are in the aggregate reduced principal sum of Two Million Seven Hundred Nine Thousand Three Hundred Ninety Seven and 06/100 (\$2,709,397.06) Dollars, as of January 1, 1979, in accordance with the terms and conditions of the respective Consolidated First Mortgage Notes.

(b) The principal sum of Three Hundred Eighty Thousand and no/100 (\$380,000.00) Dollars as evidenced by Promissory Note of the Mortgagor dated May 15, 1974 (the "Second Mortgage Note") which Second Mortgage Note is in the reduced principal amount of Three Hundred Fifty Five Thousand Three Hundred Sixty One and 81/100 (\$355,361.81) Dollars as of January 1, 1979, in accordance with the terms and conditions of the said Second Mortgage Note.

(c) An amount equal to the sum of Four Hundred Forty One Thousand Eight Hundred Sixty Nine and 50/100 (\$441,869.50) Dollars to L. V. V., a South Carolina general partnership, which amount constitutes the underlying portion of that certain All-Inclusive Promissory Note payable to L. V. V. in accordance with paragraph (c) of said note which is dated October 28, 1977.

In the event of a default by the Mortgagee in the payment of any of the Underlying Notes and Mortgages set forth in the All-Inclusive Promissory Note, Mortgagor shall have the right to cure said default in accordance with the terms and provisions of said Underlying Notes and Mortgages and in the event such cure of any