

8. That Mortgagor will supply to Mortgagee on a monthly basis financial statements on the operation of the Days Inn Motel located on the premises.

9. That the Mortgagee will make no prepayments under the prepayment privilege of the note before January 1, 1980.

10. That the Mortgagor will not be in default in the note held by First Federal Savings and Loan Association of Greenville, Greenville, South Carolina, dated April 7, 1972, in the original principal amount of Nine Hundred Thousand Dollars (\$900,000.00) and secured by mortgage dated April 7, 1972, recorded in Book 1229, Page 213, in the office of the Clerk of Court for Greenville County, South Carolina and in the note held by the Citizens and Southern National Bank of Greenville, Greenville, South Carolina in the original principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) dated June 2, 1979, the maker of such note being Greenville Inn Joint Venture d/b/a Days Inn and guaranteed by Joe M. Sewell, Carol S. Sewell, and Doris B. Frazier.

11. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 29-3-680 through 29-3-760 Code of Laws of South Carolina, 1976, as amended, or any other appraisal laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay after January 1, 1980 a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delinquent.

2. That the Mortgagor shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this

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