

ADDENDUM TO MORTGAGE

A-1 This is a wraparound mortgage and is subject and subordinate to the prior lien of that certain Mortgage of Real Estate and Collateral Assignment of Leases (collectively "First Mortgage") dated DEC. 22, 1981 securing a Promissory Note in the original principal amount of \$862,500.00 payable to Central States Cotton Co., ("First Note"). Mortgagor does not assume the obligation secured by the First Mortgage. The First Mortgage and First Note are hereinafter referred to collectively as the "Prior Lien".

A-2 Mortgagee shall comply with and shall perform and shall fully discharge, all Mortgagor's obligations under the First Mortgage and First Note, but only so long as Mortgagor is not in default under the terms of the Note secured hereby. Without limiting the generality of the foregoing, Mortgagee shall: (a) pay as and when the same is due, all principal and interest, and without limitation, all other sums and amounts secured by the First Mortgage, including the installments and amounts at any time or times payable under the First Note, (b) discharge, when due, all obligations arising under the First Mortgage in the event of its failure to pay, when due, such principal and interest and other sums and amounts, and (c) bear, at its sole cost and expense, any prepayment penalty or other charges relating to or resulting from its prepayment of the First Note (unless such prepayment results from Mortgagor's prepayment of the Note secured hereby, in which event Mortgagor shall reimburse Mortgagee for the prepayment penalty which is paid to the owner and holder of the First Note as a result of such prepayment). However, it is understood and agreed that the language contained in this section is strictly for the benefit of Mortgagor and under no circumstances shall such language be deemed to create any right in any third party or to cause Mortgagor herein to have individual liability under the First Note or First Mortgage. The Mortgagee's obligations under this Paragraph are limited to obligations under the Prior Lien which are due on or before October, 31, 1984.

A-3 Neither the Mortgagor nor any present or future general or limited partner of Mortgagor, or its assigns hereunder, nor any of their officers, agents or employees, shall have any personal liability of any kind or nature for or by reason or any matter or thing whatsoever under, in connection with, arising out of, or in any way related to this Mortgage or the transactions herein provided, and Mortgagee hereby waives any and all right to sue or recover on account of any such personal liability, whether real or claimed. Said limitation of liability is in addition to, and not in limitation of, any other limitation of liability applicable to Mortgagor, its assigns, and their partners, officers and agents, under law or any other contract, agreement or instrument.

A-4 Except for any failure to make payments of principal and interest due under the Note secured hereby, notwithstanding anything in this Mortgage to the contrary, in no event shall Mortgagor be deemed to be in default hereunder, during the term of that certain Deed or that certain Management and Cash Flow Guaranty Agreement, both of even date herewith, between Mortgagor and Mortgagee, so long as Mortgagor is not in default under the Deed or Management Agreement. For purposes hereof, the term of Deed and the Management Agreement shall include any period of time following the termination thereof by Mortgagor by reason of Mortgagee's or Manager's default.

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