

EXHIBIT B

Attached to Mortgage between Greenville Community Hotel Corporation and Bank of the Commonwealth, dated May 26, 1970.

Mortgagor hereby covenants, promises and agrees as follows:

1. To pay said sum of money mentioned in said note, and the interest thereon, and to also pay or cause to be paid, the debt hereby otherwise secured, present or future, all according to the tenor and effect thereof.

2. If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the premises herein described and insurance premiums, all as estimated by Mortgagee. Such deposits shall be applied by Mortgagee to the payment of such taxes and assessments and insurance premiums when due. Any deficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Mortgagor on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgagee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing of such waiver or reinstatement. While any such waiver is in effect Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage.

3. So long as any part of the debt hereby secured shall be unpaid: To remove from said premises all statutory lien claims; to protect title and possession of said real estate; and to pay when the same shall become due and before any interest or penalty or lien attaches thereto, all taxes and assessments, general and special, now existing or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of may be levied or assessed against said Mortgagor or its mortgage interest in said land, or the debt hereby secured, or upon this mortgage, and deliver the official receipts therefor to the Mortgagee.

4. To abstain from the commission of waste on the mortgaged premises and to keep the buildings thereon and equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the mortgage premises.

5. To keep said buildings, and any which may hereafter be erected upon said premises, insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee in such insurance company or companies as the said Mortgagee, its successors or assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such anti-assignment clause as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All insurance carried shall be satisfactory to said Mortgagee. Any sum which may become due under any such policy may be applied by said Mortgagee, at its option, either to reduce said debt or to repair or replace the improvements covered by said policy. Said Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten days after being notified that the Insuring Company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the holder of the certificate of sale; and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate.

6. In case said Mortgagor shall neglect or refuse to keep said premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on said premises, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to said Mortgagee, as aforesaid, then said Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, redeem said premises which may have been sold or forfeited for taxes or assessments thereon, purchase any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time, as said Mortgagee may deem proper. Any sums which may be so paid out by said Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, fees and attorney's fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall bear interest from the date of such payments at the Default Interest Rate, shall be paid by said Mortgagor to said Mortgagee upon demand and shall be deemed a part of the debt hereby secured, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax titles so purchased, paid, or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

Should any default be made in the covenants of this mortgage, said Mortgagee may cause the abstract or abstracts of title and the tax histories of said premises to be certified to date, or may procure new abstracts of title and tax histories in case none were before left or kept on deposit with said Mortgagee, and the money so paid shall be a lien on said premises added to the amount secured by this mortgage and payable forthwith, with interest at the Default Interest Rate.

7. The failure, refusal or neglect of the Mortgagor to pay any of the taxes assessed against the premises herein mortgaged before any interest or penalty for nonpayment attaches thereto shall constitute waste.

The failure, refusal or neglect of the Mortgagor to keep the mortgaged premises adequately insured as herein provided, or to pay the premiums therefor, shall likewise constitute waste.

8. The happening of either or both of such acts of waste and on proper application made therefor by Mortgagee to a court of competent jurisdiction, the Mortgagee shall forthwith be entitled to the appointment of a Receiver of the property hereby mortgaged, out of the earnings, income, issue and profits thereof, with such powers as the court making such appointment shall confer. The Mortgagee hereby irrevocably consent to such appointment and waives notice of any application therefor.

9. Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax or insurance premium, or sums payable by Mortgagor under the terms of this mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver on account thereof.

10. As additional security for the payment of the indebtedness represented by the note herein described, interest thereon, and premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and conditions herein contained, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee herein, all rents, profits and income under any written or oral Leases, of all or any part of the mortgaged premises, whether such Leases are now in existence or hereafter come into existence during the period this mortgage is in effect. This assignment of rents shall be with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this mortgage, and the collection of rents by Mortgagee shall in no way waive the rights of the Mortgagee to foreclose the mortgage in the event of any default by the Mortgagor. In the event of a sale or foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency.

11. In the event Mortgagor executes and delivers to Mortgagee as additional security for the indebtedness hereby secured, an Assignment of Lease(s), then any default by the Mortgagor in the terms and conditions of said Assignment shall be deemed a default under the terms and conditions of this mortgage, entitling Mortgagee to exercise any and all rights and remedies provided in this mortgage.