

Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

22. Miscellaneous. This Mortgage may not be modified, amended, discharged or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this indenture shall run with the land and bind the Mortgagor, the heirs, distributees, executors, administrators, legal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the Premises or any part thereof, and shall inure to the benefit of the Mortgagee, its successors and assigns. As used herein the singular shall include the plural as the context requires. Any agreement hereafter made modifying the terms of this indenture shall be superior to the rights of the holder of any intervening lien or encumbrance. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

WITNESS the hand of Joseph O. Morrissey  
and the seal of the corporation, this 12th day of  
September, 1974.

BROADMOOR APARTMENTS OF GREENVILLE,  
a Limited Partnership

By: TOWN & CAMPUS INTERNATIONAL,  
INC. (General Partner)

By: Joseph O. Morrissey, Jr.  
President

SIGNED, SEALED AND  
DELIVERED IN PRESENCE OF:

Luigi Pucci  
Witness

Armand D. Taylor  
Witness