

9. The following language shall be deemed added to the end of subparagraph (a) of Paragraph 17 on page 11 of the Mortgage:

Should John M. Foshee or John S. Bowman, if living, cease to be general partners of the Mortgagor, the premises shall be deemed transferred within the meaning of this subparagraph.

10. The following language shall be deemed added to the end of subparagraph (g) of Paragraph 17 on page 12 of the Mortgage:

, or should the premises become vacant in whole or substantial part.

11. The following paragraphs shall be deemed inserted at page 9 of the Mortgage following paragraph 12:

12.a. In the event of foreclosure of this mortgage or suit on the note secured hereby, the Mortgagee hereby waives any right to recover a money judgment against the partners of the Mortgagor, both limited and general, individually, but this paragraph shall not limit Mortgagee's rights and remedies to obtain satisfaction of the debt secured hereby from the assets of the Mortgagor partnership or from the mortgaged Premises by foreclosure, collection of rents or otherwise.

12.b. Mortgagor covenants and agrees not to resort to any other or secondary financing, including but not limited to the placing or maintenance of additional mortgages on the real property, the placement of chattel mortgages, conditional sales contracts, or financing arrangements which would be a lien on the personal property hereby mortgaged, or the placing of a "wraparound" mortgage or improvement loan. Mortgagee covenants, however, to grant permission for a second mortgage in the amount of \$300,000.00, provided terms are approved by Mortgagee, which approval shall not be unreasonably withheld.

12.c. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Mortgage to the Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee.

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