

in and to:

all the land located in the County of Greenville, State of South Carolina (the "Leasehold") described in Exhibit "B" attached hereto and made a part hereof; said leasehold estate and interest having been created by that certain lease dated May 18, 1979, executed by Haywood Mall, Inc. and Monumental Properties Trust, a joint venture doing business under the name Haywood Mall Associates, as Lessor, and by Belk-Simpson Company, as Lessee, a Memorandum of which Lease was recorded in the office of the RMC of Greenville County, State of South Carolina, on July 20, 1979, in Deed Book 1107, Page 160, together with any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the premises demised by said lease, and Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire fee title or any other greater estate to the premises demised by said lease, the lien of this mortgage shall attach, extend to, cover, and be a lien upon such fee simple title or other greater estate.

Mortgagor covenants and agrees that it will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the aforesaid lease, and that if Mortgagor shall fail so to do Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under said lease. Upon receipt by Mortgagee from the landlord under said lease of any written notice of default by the tenant thereunder, Mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have the absolute and immediate right to enter in and upon the mortgaged premises or any part thereof to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand,