

4. NO FURTHER INDEBTEDNESS. First Mortgagee agrees that the First Mortgage Indebtedness shall constitute only the principal balance set forth in Paragraph 1(d) above, interest thereon heretofore and hereafter accruing, all sums (such as taxes and insurance premiums) now or hereafter expended by First Mortgagee to protect and preserve the collateral encumbered by the First Mortgage and the priority thereof, and all costs of collection (including actual attorneys' fees) incurred by First Mortgagee.

5. MISCELLANEOUS.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

b. The rights, duties, and obligations of the parties hereto shall be binding upon them and their respective heirs, successors and assigns and may be transferred and assigned by either party hereto.

c. This Agreement has been entered into for the benefit of First Mortgagee and Second Mortgagee only, and no other person or party (including, without limitation, Borrower) shall have any rights hereunder, whether as third party beneficiary or otherwise.

d. All notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, to the following addresses:

If to First Mortgagee:

Wm. L. James M. Courtyard
Jane K.
Greenfield, Ill. 60607

If to Second Mortgagee:

THE FIRST NATIONAL BANK OF
 CHICAGO
 One First National Plaza
 Chicago, Illinois 60670
 Attention: Law Dept.

With a copy to:

The First National Bank of
 Chicago
 Suite 1700
 400 Colony Square
 Atlanta, Georgia 30361

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