

- 25. This Mortgage has been executed by authority of the Board of Directors of the Mortgagee and with the consent of the holder of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon;
- 26. That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby;
- 27. This Mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagee and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.
- 28. See below. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be duly executed in its behalf by its ~~XXXXXX~~ **General Partner**  
~~XXXXXX~~ the **1st** day of ~~XXXXXX~~  
 July, 19 82 **WINDING WAY APARTMENTS, A LIMITED PARTNERSHIP**

Signed, sealed, and delivered in the presence of—  
 By J. K. Tomlinson ~~XXXXXX~~  
 Its: **General Partner**  
~~XXXXXX~~ ~~XXXXXXXXXXXX~~

W. L. Sykes  
David L. Elwing *Witness.* ~~XXXXXX~~

STATE OF SOUTH CAROLINA }  
 COUNTY OF RICHLAND } ss:

Personally appeared before me W. L. Sykes  
 who, being duly sworn, says that he saw the ~~XXXXXX~~ **General Partner** of Winding Way Apartments, a  
 Limited Partnership ~~XXXXXX~~ **J. K. Tomlinson**, ~~XXXXXX~~  
 sign, seal and deliver ~~XXXXXX~~ the foregoing instrument  
~~XXXXXX~~ and that he, with DAVID L. ELWING  
 witnessed the execution and delivery thereof ~~XXXXXX~~

Sworn to before me this 19th day of July, 19 82  
W. L. Sykes

David L. Elwing  
 Notary Public for SOUTH CAROLINA  
 My commission expires: 9/20/82

28. The covenant of the Maker to pay principal and interest is included in the Mortgage Note hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein that in the event of default under the terms hereof, the Holder shall take no action against the Maker except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof, PROVIDED that nothing in this condition and no action so taken shall operate to impair any obligation of the Maker under the ~~Building-Loan Agreement and the Regulatory Agreement~~ herein referred to and made a part hereof.

(CONTINUED ON NEXT PAGE)

RETURN TO: FRANK E. ROBINSON, II  
 POST OFFICE BOX 12147  
 COLUMBIA, SOUTH CAROLINA 29211

STATE OF SOUTH CAROLINA

LOAN No. 054-35452-PM-L8

Mortgage

WINDING WAY APARTMENTS, A  
 LIMITED PARTNERSHIP

TO

AUGUST KOEN AND COMPANY,  
 INCORPORATED

Received and properly indexed in  
 and recorded in Book  
 Page this day of .19,  
 County, S. C.  
 Clerk.

4328 RV.2