

3.05 Changes

Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagor or Mortgagee relating to this Mortgage shall be superior to the rights of any holder of any intervening lien or encumbrance.

3.06 Underlying Deed to Secure Debt

The Premises is also subject to a first mortgage held by The Mutual Life Insurance Company of New York (the "Underlying Mortgage") to which this Mortgage is subordinate. The Underlying Mortgage is recorded in Book 1410 at page 324 of the RMC Office of Greenville County, South Carolina and secures a note held by The Mutual Life Insurance Company of New York in the original principal amount of \$1,550,000.00. Any default under the Underlying Mortgage on the Note secured thereby (the "Underlying Note"), or under any mortgage or note refinancing any such Underlying Mortgage shall be deemed a default hereunder and in the event of any such default, the holder of the Wrap Note secured hereby, may, at its option, accelerate the maturity of such Wrap Note, demand payment at once of all sums secured hereby, and if payment be not made in acceptance with such demand, exercise any and all remedies contained herein.

Mortgagor covenants and agrees to comply with all of the terms and provisions of the Underlying Mortgage (except the requirement to make the payments of principal and interest thereon), and upon compliance by Mortgagor with the terms and provisions contained in the Underlying Mortgage and contained herein, Mortgagee will pay the installments of principal and interest from time to time due under the Underlying Mortgage in accordance with its terms. Nothing contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in the Underlying Mortgage required to be performed by Mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If Mortgagor shall default in the performance of any term or provision contained in this Mortgage, Mortgagee shall not be obligated to pay any principal or interest under the Underlying Mortgage.

In case of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the Underlying Mortgage, other prior encumbrances, if any, and purchase, discharge, compromise or settle the Underlying