

### 3.04 Invalid Provisions to Affect No Others

In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Notes shall in no way be affected, prejudiced or disturbed thereby.

### 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 Mortgage

The Premises is subject to a first mortgage held by MassMutual Mortgage and Realty Investors (the "Underlying Mortgage") to which this Mortgage is subordinate. The Underlying Mortgage is recorded in Book 1198 at Page 585 of the RMC Office of Greenville County, South Carolina and secures a note held by MassMutual Mortgage and Realty Investors in the original principal amount of \$1,600,000.00. Any default under the Underlying Mortgage or the Note secured thereby (the "Underlying Note"), or under any mortgage or note refinancing any such Underlying Mortgage and Note shall be deemed a default hereunder and in the event of any such default, the holder of the Notes secured hereby, may, at its option, accelerate the maturity of such Notes, 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 and Note (except with respect to the payment of principal and interest thereon), and upon compliance by Mortgagor with the terms and provisions contained in the Underlying Mortgage and Note and contained herein, Mortgagee will pay the principal and interest from time to time due under the Underlying Mortgage and Note 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 except the payment of principal and interest due thereunder.

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