

payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; the Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage, without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien; and the Mortgagee may resort for the payment of the indebtedness security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

28. If at any time the United States of America shall require revenue stamps to be affixed to the Note, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

29. This Mortgage shall be construed according to the laws of the State of South Carolina. It is understood and agreed that if any of the provisions of this Mortgage shall contravene, or be invalid under the laws of the State of South Carolina, or of any county or jurisdiction therein, such contravention or invalidity shall not invalidate this entire Mortgage, but it shall be construed as if not containing the particular provision or provisions so held to be invalid in said state, county or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

30. Mortgagor represents and warrants that it is not engaged in any litigation, proceedings or investigations, pending or threatened, which will result in any material adverse change in the business, property or financial condition of Mortgagor, or which questions the validity of this Mortgage, the Note, or any other document or agreement given by Mortgagor as security for the obligation evidenced by the Note or which questions any action taken or to be taken pursuant to or in connection with this Mortgage, Note or any other document or agreement given by Mortgagor, to secure the obligation evidenced by the Note.

31. All notices and demands under and with respect to this Mortgage or the Note secured hereby shall be in writing, and shall be served by registered or certified mail, return receipt requested, addressed to the respective parties at the following addresses:

Mortgagor: Greenville Office Building Partnership
c/o Mathews - Phillips Companies
650 Washington Road
Pittsburgh, PA 15228
Attention: R. Gordon Mathews or Howard E. Phillips

Mortgagee: Westinghouse Credit Corporation
One Oxford Centre
301 Grant Street
Pittsburgh, PA 15219
Attention: Vice President,
Real Estate Financing

32. This Mortgage, the Note, and all other agreements between the Mortgagor and the Mortgagee are hereby expressly limited so that in no contingency or event whatsoever, whether acceleration of maturity of the debt

1920

1632-261