

request in person or within ten (10) days upon request by mail, will furnish a duly acknowledged written statement in form satisfactory to Mortgagee stating either that Mortgagor knows of no offsets or defenses existing against the indebtedness evidenced by the Note and secured by this Mortgage, or if such offsets or defenses are alleged to exist, the nature and extent thereof.

27. Representations and Warranties. Mortgagor represents and warrants that: (a) Mortgagor is a Limited Partnership duly organized under the laws of the Commonwealth of Pennsylvania, and has the authority to conduct business in the State of South Carolina; (b) Mortgagor has the requisite power and authority to execute the Loan Security Documents and perform its obligations hereunder and thereunder; (c) the transactions contemplated in the Loan Security Documents are and will be in all respects binding obligations of the respective parties thereto in accordance with their respective provisions; (d) all information, reports, papers and data given to Mortgagee with respect to any of the Mortgaged Premises, the Mortgagor and the General Partners are accurate in all material respects necessary to make the information therein not misleading and complete insofar as completeness may be necessary to give Mortgagee accurate knowledge of the subject matter, and there has been no material adverse change in any condition or fact stated therein; (e) no part of the Mortgaged Premises has been damaged by fire or other casualty which is not now fully restored; (f) no notice of taking by eminent domain or condemnation of any of the Mortgaged Premises has been received by Mortgagor, and Mortgagor has no knowledge that any of such is contemplated; (g) the proceeds of the Loan evidenced by the Note have been or will be paid directly to Mortgagor and will be used solely for its proper purposes; and (h) all the provisions of Mortgagee's Commitment have been complied with.