

conditions in the Note and in any renewal, extension or modification thereof and in this First Mortgage and Security Agreement and in all other instruments securing the Note, and (b) also to secure, in accordance with Section 29-3-50, 1976, Code of Laws of South Carolina, (i) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, and (ii) all other indebtedness of Mortgagor, now or hereafter existing, arising out of this transaction, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One and no 100 (\$1.00) Dollar paid by Mortgagee to Mortgagor this date, and for other valuable considerations, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to:"

2. On Page 8, in Paragraph 1.09, Line 4, after the word "neither", the following is inserted:

"(1) the transfer of limited partnership interests in any general partner of Mortgagor, nor (2)."

3. Paragraph 2.11(a)-(c) is deleted in its entirety, and the following is inserted in lieu thereof:

"(a) If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other sums secured hereby; and if Mortgagor shall fail to pay the same forthwith upon such demand, and provided that such default shall occur prior to the transfer of this Mortgage to the Permanent Lender, Mortgagee shall be entitled to sue Mortgagor or the Joint Venture or any guarantor (but not the Hutton Partnership or its general