

loan in accordance with the terms of the Note, (a) provided that the refurbishing of the Premises has been completed; (b) there exists no Defaults under the Construction Loan Agreement; (c) there exists no Defaults hereunder or under the Note secured hereby; (d) the payment on the Conversion Date to Lender by The Greenville Downtown Development Loan Pool of an amount of not less than \$125,000.00 to be used for the payment of interest accruing on the Note subsequent to the date of the Conversion Date; (e) the payment by Borrower to Lender of the amount of the Indebtedness which exceeds seventy-five (75%) percent of the appraised value of the Premises based upon a current real estate appraisal of the Premises as of the Conversion Date; and (f) the execution and delivery of the Assignment of Lessor's Interest In Lease as is provided for in Article I Paragraph 1.07 (a) hereinabove.

1.22 Parking Spaces. Borrower covenants with Lender that Tract II and Tract III of the Premises jointly contain a minimum of seventy (70) parking spaces.

ARTICLE II

2.01 Default. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay, as and when due and payable, any portion of the Indebtedness; or

(b) Any warranty of the Borrower contained in this Mortgage, or in Construction Loan Agreement, Assignment of Lessor's Interest in Leases or any other agreement now or hereafter evidencing or securing or otherwise relating to the Note or this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

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