

at any time during remaining the term of the Note, the Mortgagor sells, assigns, further encumbers or otherwise transfers all of any part of its interests in the property covered by the lien of the within Mortgage, without the prior written consent of the Mortgagee.

28. That this document is intended by the Mortgagor and the Mortgagee, to serve as a Security Agreement and vest in the Mortgagee, as Secured Party, as security interest in all the property, other than real estate, which is described herein. The perfection of said security interest shall, however, be performed in accordance with applicable law.

29. That this document shall be governed by and constructed in accordance with the laws of the State of South Carolina.

30. That the terms and provisions of this document shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

31. River Oaks, a South Carolina general partnership, is executing this Mortgage as a co-mortgagor by virtue of its interest as lessee under that certain Lease Agreement between Crestview, Inc., Lessor, and Seven Oaks Shopping Center, Inc., Lessee, dated December 28, 1983; the interest of Seven Oaks Shopping Center, Inc. having been assigned to River Oaks, a South Carolina general partnership, by Assignment dated July 17, 1984. All references to "Mortgagor" herein shall be deemed to include the interest of River Oaks. All references to "the property" herein shall be deemed to include the leasehold interest of River Oaks. River Oaks hereby subordinates all of its rights under the terms of said Lease to the terms of this Mortgage. Further, River Oaks shall, upon request of Mortgagee, execute and deliver such additional instruments as may be desired by Mortgagee in connection with this subordination.