

21. Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address stated above, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Mortgagor's financial condition and copies of all the written contracts, leases and other instruments which may affect the premises. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Mortgagee. Upon Mortgagee's request, Mortgagor shall furnish to Mortgagee within 120 days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and if Mortgagee shall require, by an independent certified public accountant.

22. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspection of the Property,, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

23. Application of Payments. All payments and other sums of money received by Mortgagee shall be applied by Mortgagee first to amounts due Mortgagee pursuant to paragraph 8 hereof, then to interest payable of the Note, then to the principal of the Note.

24. Definitions. As used herein the terms "Mortgagor," "Mortgagee" and other terms shall refer to the singular, plural, neuter, masculine and feminine as the context may require and shall include, be binding upon and inure to the benefit of their respective heirs, successors, legal representatives and assigns.

25. Special Provisions. None

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above mentioned Note and this Mortgage, this conveyance shall be null and void and may be cancelled of record at the request and cost of Mortgagor. If, however, there shall be a default in any of the terms and conditions of this Mortgage, the Loan Agreement, or under the Note or any advance secured hereby, all sums owing to Mortgagee thereunder regardless of maturity and without notice shall immediately become due and payable at the option of Mortgagee; and Mortgagee shall foreclose this Mortgage by Judicial Proceedings after compliance with applicable South Carolina laws relating to foreclosures. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable South Carolina laws. Mortgagee may bid and become the purchaser at any sale under this Mortgage.

The within instrument executed at Greenville, South Carolina, the day and year set forth hereinabove.

WITNESSES:

Deanne H. Massey
Cynthia S. Dean

OAK CREST APARTMENTS LIMITED PARTNERSHIP,
 a South Carolina Limited Partnership
 By: William H. McCall (SEAL)
 General Partner
 By: [Signature] (SEAL)
 General Partner

OR

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