

AND IT IS FURTHER MUTUALLY AGREED BY MORTGAGOR AND LENDER:

17. Loan Commitment. By letter dated August 16, 1984, from Lender to Borrower and accepted and agreed to by Borrower August 17, 1984, Lender has agreed to make the loan to Borrower which is secured by this Mortgage. Borrower agrees that it will comply with all of the terms and requirements of the Commitment letter whether or not the same are expressed in the Note, this Mortgage, or any other instrument or document evidencing or securing this loan; and if Borrower shall fail to comply with such terms and requirements or to cause such terms and requirements to be complied with, then such failure shall constitute an event of default hereunder and a breach hereof entitling Lender to exercise any remedy contained herein.

18. Security Agreement. It is agreed that this instrument shall also constitute a Security Agreement as defined under the South Carolina Uniform Commercial Code (Section 36-9-101 et seq. of the Code of Laws of South Carolina (1962), as amended, and the Borrower hereby grants to the Lender a security interest in all equipment, furniture and fixtures (including replacements and proceeds thereof) owned by the Borrower and used in connection with the operation of a shopping center on the real property described in Exhibit "A" hereof.

The Borrower and Central shall execute any and all such documents, including financing statements pursuant to the South Carolina Uniform Commercial Code, as the Lender may reasonably request, to preserve and maintain the priority of the security interest created hereby on property described in or referred to in this paragraph; provided, however, the remedies for any violation of the covenants, terms, and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said financing statement, by the specific statutory consequences now or hereafter enacted and specified in the South Carolina Uniform Commercial Code, all at the Lender's sole election.

The filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal and equitable shall be, regarded as fixtures, accessories and part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Lender, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time.

19. Central Realty Corporation. Anything appearing to the contrary herein notwithstanding the Lender hereunder agrees that (i) Central Realty Corporation shall not be personally liable for the performance of any covenant or other obligation under this Mortgage or for the taking of any affirmative action of any kind whatsoever under this Mortgage or for any default under this Mortgage other than its interest in the property described herein and (ii) the Lender hereunder shall look solely to such interest for the satisfaction of any and all remedies that such Lender may have against Central upon any default hereunder and shall not seek or enforce any deficiency or other personal judgment against it as a result of its joinder in this Mortgage. The Lender hereunder recognizes that joinder by Central in this Mortgage is solely for the purpose of creating a lien against its interest in the property encumbered by this Mortgage and that therefore Central has not joined in the Note which this Mortgage secures. The provisions of this paragraph shall not limit