

according to the laws of the State of South Carolina, and is intended to be performed in accordance with and only to the extent permitted by such laws. In the event any one or more of the provisions contained in this Mortgage or the Note, or in any other security instrument executed in connection herewith, shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein, except that if such provision relates to the payment of any monetary sums, then Holder may, at its option, declare the entire indebtedness and all other sums secured hereby, immediately due and payable.

2. All notices and demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when deposited in an official depository of the United States Postal Service, postage prepaid, by registered or certified mail, with return receipt requested, to any party hereto at its address set forth below or at such other address of which written notification has been given to the other parties.

TO MORTGAGEE:

**GROUP W PROPERTIES, LTD.
1508 East Fourth Street
Charlotte, North Carolina 28204**

TO MORTGAGOR:

**HOSPITALITY ASSOCIATES OF DIXIE
133 Tara Drive
East Hills, New York 11576**

3. That this Mortgage inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, to the extent permitted herein. The term "Mortgagee" shall mean the owner and holder, including pledgees of the Note, whether or not named as Mortgagee herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural and vice versa.

3.1 Upon the ownership of the property, or any part thereof, being vested in a person or entity other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with any such successor(s) in interest with respect to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor without diminishing, releasing, discharging or in any way otherwise affecting the liability of Mortgagor hereunder and under the Note. The foregoing shall not be interpreted or construed so as to adversely affect, contradict or modify any other provision of this Mortgage, nor is nor is the foregoing to be deemed consent by Mortgagee to any transfer or hypothecation of the Property but is strictly for the convenience and benefit of Mortgagee.

4. Mortgagor, within 10 days after request of Mortgagee, and Mortgagee, within 10 days after request of Mortgagor, shall furnish a written statement of the amount of the indebtedness then outstanding under the Note and this Mortgage and therein state, if applicable, whether or not there exist any defaults, claims, defenses or offsets thereto and, if so, the particulars thereof.

5. In the event Mortgagor or Mortgagee shall receive notice of default under any Included Mortgage (as defined in Part C, Paragraph 1, below) or any other mortgage(s) superior hereto that such receiving party shall, within two (2) days thereof, send a copy to the other party in the manner set forth in Paragraph 3 of Part B.

PART C

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, FURTHER AGREE AS FOLLOWS THAT:

1. This Mortgage is a "Wraparound Mortgage" and is subject and subordinate to mortgages recorded in Book 1290, Page 503, and in Book 1693, Page 302, in the Office of the Clerk of Court for Greenville County, South Carolina, said mortgages being collectively referred to herein as the "Included Mortgage" and the notes secured by said Included Mortgage are collectively herein referred to as the "Included Note".