

Except for the non-payment of interest or principal pursuant to the terms of the note this mortgagee secures, it is agreed that in the event of any other default under the terms of said note or this mortgage, the mortgagee waives the right to foreclose this mortgage or exercise any rights or remedies it may now or hereafter have pursuant to: (i) the terms of this mortgage or the note it secures, or (ii) any applicable law or decisions.

18. That the execution of this mortgage, if the mortgagor is a corporation, has been duly authorized by the board of directors of the mortgagor.

19. All notices, demands, requests and communications shall be in writing and mailed by certified mail, return receipt requested.

If to the mortgagor: Piedmont Associates
33 Villa Road
Greenville, South Carolina

and a copy to: Schupak, Rosenfeld & Fischbein
555 Madison Avenue
New York, New York 10022

If to the mortgagee: Ewing-Hungiville Realty & Construction, Inc.
P. O. Box 6468
3600 Forest Drive
Columbia, South Carolina 29260

or any other address hereinafter designated by any of the above parties by notice mailed to the other party in the manner above set forth.

20. The mortgagee, by accepting this mortgage, agrees for itself and its successors and assigns and every holder of this mortgage that (i) none of the present or future obligations of the mortgagee to the mortgagor shall be deemed modified or terminated by this mortgage; (ii) none of the present or future rights and remedies of the mortgagor or its Limited Partners shall be modified or terminated by the execution and delivery of this mortgage; (iii) the obligations specified in (i) above and the rights and remedies specified in (ii) above shall survive the execution and delivery of this mortgage and (iv) in the event of any conflict or inconsistencies between any terms herein and (a) the Limited Partnership Agreement of the mortgagor and all amendments thereto or (b) any undertakings of the mortgagee, wheresoever, howsoever and