26. That so waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby; 27. This Mortgage and every coverent and agreement therein contained shall be binding upon and inne to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every aubsequent owner of the mortgaged premises.

28. See Schedule A below which is incorporated herein.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed in its behalf by its General 26 Partner September LINCOLN WENMONT ASSOCIATES LIMITED PARTNERSHIP. a South Carolina limited partnership
By: its General Partner, WM ASSOCIATES,
a South Carolina partnership Signed, sealed, and delivered in the presence of- By: its Hanaging Partner, LINCOLN PROPERTY COMPANY NO. 463, LTD., PARTNERSHIP, a South Carolina limited partnership. Witness Vilness. General Partner STATE OF NEVADA COUNTY OF CLARK Personally appeared before me Donna J. Savage , who, being duly sworn, says that he saw LINCOLN WENHONT ASSOCIATES LIMITED PARTNERSHIP execute the foregoing instrument by its General Partner, WM ASSOCIATES so executing, by its Managing Partner, LINCOLN PROPERTY COMPANY NO. 463, LTD., PARTNERSHIP, so executing, by George R. Mehocic , its Managing General Partner sign the same, and that he, with John W. Luedtke witnessed the execution and delivery thereof as the act and deed of the said LINCOLN WENMONT ASSOCIATES LIMITED PARTNERSHIP. Sworn to before me this xxx1993K day of September DOLORES ANN STUNEX Notary Public for Clark County, Nevada Notary Public-State of Nevada **COUNTY OF CLARK** Accolletiment Expires July 9, 1986 My commission expires: 7-9-86 28. The covenant of the maker to pay principal and interset is included in the Note secured hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein that in the event of a default under the terms hereof, the holder shall take no action against the maker except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof, PROVIDED, that nothing in this condition and no action so taken shall operate to impair any obligation of the maker under the Building Loan Agreement and the Regulatory Agreement herein referred to and made a part hereof or deprive the holder of any rights it may have by law which are not expressly waived. RECORDED SEP 29 1983 at 11:22 A.M. 10479 762,007 SEP291983 STATE OF SOUTH CAROLII Shearson/American Expres Lincoln Wenmont Associat Mortgage Corporation County, S. Limited Partnership Received and properly indexed in day of Sept. Mortgage and recorded in Book 1627 Page 983 Greenville Tract Wenwood Rd. LOAN NO. Page

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