

That prior to the full payment of the note which this Mortgage secures no Mortgage or Deed of Trust of junior rank shall be executed other than on the basis of express subordination to all leases made or to be made.

An elevator maintenance contract acceptable to the Mortgagee covering all elevators on the mortgaged property shall be kept in force at all times.

That Mortgagor shall give the Mortgagee the first opportunity on adequate and reasonable submissions for the first permanent financing, to be secured by a first priority mortgage on the unencumbered fee simple title (or unencumbered leasehold interest) of any improvements to be constructed on the Mortgaged Premises or on any adjoining land, bounded on the North by the property covered by this mortgage, on the East by Laurens Street, on the South by West Washington Street, and on the West by Richardson Street, now or hereafter owned or controlled by Mortgagor or by any of the principals of the Mortgagor or by Mortgagor's related business entities and proposals for such financing shall not be submitted to any lender other than the Mortgagee until the Mortgagee shall have after a reasonable time for consideration and study of such submissions declined to make such financing available; and further, in the event Mortgagee shall so decline to make such financing available, Mortgagor shall not thereafter apply for such permanent financing from any lender other than Mortgagee unless simultaneously with such application of such other lender Mortgagor certifies to Mortgagee in writing that the submission to such other lender is being made on the same basis and with the same disclosures as were offered and/or exhibited to Mortgagee. Should any lender other than Mortgagee agree to make such permanent financing available, Mortgagor covenants and agrees that before accepting such financing Mortgagee shall be given the last opportunity to make such financing available on the same terms and conditions pursuant to which such other lender expressed an interest in making such financing available. Provided, however that Mortgagee acts upon an application for such financing within 60 days from the date of receipt of same.

Each and every provision of this mortgage shall bind, and shall inure to the benefit of, the respective distributees, legal representatives, successors and assigns of the parties hereto. If there is more than one Mortgagor, all their undertakings shall be deemed joint and several. All Mortgagee's rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available. This mortgage cannot be changed or terminated orally. No requirement whatsoever may be waived at any time except by a writing signed by the Mortgagee, nor shall any waiver be operative upon other than a single occasion.