

will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Property.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any Future Advances secured by this Mortgage. In the event Mortgagor should be ten (10) days late on any installment due, principal or interest, Mortgagee has the right to accelerate under the provisions of paragraph 13 without written notice. PROVIDED, HOWEVER, First Mortgagee hereby agrees to provide written notice to Investors Financial Corporation or other lender holding a second mortgage on the within described property as follows:

(a) First Mortgagee hereby agrees to provide written notice to Investors Financial Corporation or other lender holding a second mortgage on the within described property by certified United States Mail, return receipt requested, with postage fully prepaid, at Two Piedmont Center, Suite 104, 3565 Piedmont Road, Atlanta, Georgia 30305 or such other address of which IFC or other mortgagee shall advise First Mortgagee in writing from time to time of any and all defaults under the Purchase Money Note and/or under the Purchase Money Mortgage, and IFC or other mortgagee shall have thirty (30) days from receipt of such notice in which to cure defaults that are monetary in nature and sixty (60) days from receipt of such notice in which to cure defaults that are non-monetary in nature. First Mortgagee agrees to accept the curing of any default(s) under the Purchase Money Note and/or the Purchase Money Mortgage by IFC or other second mortgagee or by Borrower. The notice as is herein provided for, excluding hand delivery, shall be deemed received as evidenced by the date the return receipt is shown thereon as received or rejected, and by hand delivery, the date of such delivery when made in the manner aforesaid.

(b) First Mortgagee hereby agrees with IFC and any other second mortgagee that First Mortgagee shall not exercise any rights or remedies under the Purchase Money Note and/or the Purchase Money Mortgage, including without limitation, the acceleration of the time for payment of any amount of principal, interest or other sum due thereunder, the commencement of a foreclosure action or the institution of any other legal action unless and until the notice as herein provided is given and the aforesaid respective cure periods have expired without cure thereof by Borrower or by IFC or such other second mortgagee. Further, First Mortgagee hereby agrees to allow IFC or such other second mortgagee to exercise its rights and remedies under the IFC Mortgage, so long as IFC is curing any such defaults under the Purchase Money Note and/or Purchase Money Mortgage, and hereby agrees to allow IFC to conduct a foreclosure sale and to accept performance under the Purchase Money Note and Purchase Money Mortgage from the purchaser at such foreclosure sale under the same terms and conditions as are presently in such Purchase Money Note and Purchase Money Mortgage.

(c) First Mortgagee hereby agrees with IFC and any other second mortgagee that at any time during the term of the Purchase Money Note and Purchase Money Mortgage that IFC becomes the owner of the Property by deed, foreclosure or otherwise, such change in title to the Property shall not be a default under said Purchase Money Note or the Purchase Money Mortgage and shall not require First Mortgagee's consent and First Mortgagee shall continue to provide IFC with the same notice and right to cure as agreed to hereinabove in this Agreement.

(d) First Mortgagee shall have the right to assign the Purchase Money Note and the Purchase Money Mortgage to a third party provided that written notice is given to IFC of such assignment and provided that such assignee agrees to abide by and comply with the terms and conditions herein agreed to by and between First Mortgagee and IFC.

(e) First Mortgagee agrees not to make any additional advances to Borrower to be secured by the Property under the Purchase Money Mortgage.

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