

office as Trustees of Wachovia Realty Investments dated July 27, 1971, and recorded in Deed Book 1241, Page 622, Cobb County Records, as modified by that certain First Amendatory Agreement dated April 30, 1973, recorded in Deed Book 1421, Page 132, aforesaid records; transferred to The Savings Bank of Baltimore by transfer and assignment dated May 15, 1973, recorded in Deed Book 1427, Page 491, aforesaid records, said Deed to Secure Debt and Security Agreement as so modified, hereinafter referred to as the "Savings Bank of Baltimore Deed to Secure Debt;" and it is hereby agreed that any default under said Savings Bank of Baltimore Deed to Secure Debt or the Note secured thereby may at the option of the Lender be declared and deemed to be a default under the terms of the within instrument and the Borrower herein hereby assigns and authorizes payment to the Lender herein and its successors in title of any surplus funds arising from foreclosure of said prior security deed.

The Borrower covenants with the Lender as follows:

ARTICLE I

1.01 Payment of Indebtedness. The Borrower will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

1.02 Monthly Deposits. To further secure the payment of the taxes and assessments hereinafter referred to and the premiums on the hazard and liability insurance hereinafter referred to and upon the request of the Lender, the Borrower will deposit with The Equitable Trust Company, Baltimore, Maryland on the due date of each monthly installment under the Note, a sum which, in the estimation of the Lender, shall be equal to one-twelfth of the annual taxes, assessments and hazard and liability insurance premiums; said deposits to be held free of interest and free of any liens or claims on the part of creditors of the Borrower and as part of the security of the Lender, and to be used by the Lender to pay current taxes and assessments and hazard and liability insurance premiums on the premises as the same accrue and are payable. If said deposits are insufficient to pay the taxes and assessments and hazard and liability insurance premiums in full as the same become payable, the Borrower will deposit with the Lender such additional sum or sums as may be required in order for the Lender to pay such taxes and assessments and hazard and liability insurance premiums in full.

Upon any default in the provisions of this indenture or the Note, the Lender may, at its option, apply any money in the fund resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

1.03 Taxes, Liens and other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to affect adversely the Lender, the Borrower will promptly pay any such tax; if the Borrower fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Borrower from making such payment or would penalize Lender if Borrower makes such payment, then the entire balance of the principal sum secured by this indenture and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Lender.

(b) The Borrower will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against said premises and all utility charges, whether public or private; and upon demand will furnish the Lender receipted bills evidencing such payment.