

window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, elevators, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities, whether or not situated in easements, together with all accessions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

(d) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (Federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

(e) Guarantor (individually and/or collectively, as the context may require): Bill G. Sanders and Asbury D. Snow, Jr.

(f) Guaranty (individually and/or collectively, as the context may require): That or those instruments or agreements of guaranty, guaranty and completion if any, now or hereafter in effect, from Guarantor to Mortgagee guaranteeing the repayment of all or any part of the Indebtedness [as defined in Paragraph 1.1(i) hereinbelow] or the satisfaction of, or continued compliance with, the Obligations [as defined in Paragraph 1.1(r) hereinbelow], or both.

(g) Impositions: (i) All real estate and personal property taxes, charges, assessments, excises and levies and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Property or the ownership, use, occupancy or enjoyment thereof, or any portion thereof, or the sidewalks, streets or alleyways adjacent thereto; (ii) any charges, fees, license payments or other sums payable for any easement, license or agreement maintained for the benefit of the Mortgaged Property; and (iii) water, gas, sewer, electricity, telephone and other utility charges and fees.

(h) Improvements: Any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas, structures and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land, or any part thereof.

(i) Indebtedness: (i) the principal of, interest on and all other amounts, payments and premiums due under or secured by the Note, the Loan Agreement [as defined in Paragraph 1.1(m) hereinbelow], this Mortgage, the Guaranty, and any and all other documents now or hereafter executed by Mortgagor, Guarantor, or any other person or party in connection with the loan evidenced by the Note or amounts owing under and pursuant to the Loan Agreement; and (ii) such additional sums, with interest thereon, as may hereafter be borrowed from Mortgagee, or its successors or assigns, by the then record owner of the Mortgaged Property, when evidenced by a promissory note or other writing which, by its terms, is secured hereby (it being contemplated that such future indebtedness may be incurred).