25. This Mortgage has been executed by authority of the Board of Directors of the Mortgagor and with the consent of the holder of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon; 26. That no 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 covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

Therever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

General Fartner

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed in its behalf by its / XPANNING HEATHERWOOD ASSOCS. L. P. ,19 80. February 20

Signed sealed, and delivered in the presence of-

The Uniflex Corporation, General Partner

ATTEST:

STATE OF GEORGIA

Titress.

COUNTY OF BIBB

Robin Yvotte Cohen Personally appeared before me who, being duly sworm, pays that he saw the Karponex seal of the Uniflex Corporation, as General Partner of Heatherwood Assocs. L. affixed to the foregoing instrument and that the also saw James T. Bell , President, Bd and Joan L. Harper, And Secretary of said The Uniflex Corporation, as General Partner of , sign and attest the same and that he, with Hazel A. Burton Heatherwood Assocs. L. P. witnessed the execution and delivery thereof as the act and deed of the said Heatherwood Assocs. L.P., a limited

partnership.

Sworn to before me this

day of February

My commission expires

*28. The covenant of the maker to pay principal and interest is included in the note secured thereby 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 default under the terms hereof, the holder shall take no action against the maker, or any member thereof personally, 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 shall operate to impair any obligation of the maker under the Building Loan Agreement and the Regulatory Agreement referred to and made a part hereof.

(CONTINUED ON NEXT PAGE)

STATE OF SOUTH CAROLIN HEATHERWOOD ASSOCS. L. a limited partnership Mortgage LOAN NO.

FIRST NATIONAL BANK OF FLORIDA, **T**0

Received and property indexed in and recorded in Book 314B

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