

(iv) The tender or making of any misrepresentation or statement, certificate, schedule, or report furnished by Mortgagor to Mortgagee in connection with the subject loan which proves to be false or misleading in any material respect as of the time made or furnished.

(v) Mortgagor, voluntarily or involuntarily, creating a lien or encumbrances on its interest in the Property other than the Permitted Title Exceptions as reflected upon Exhibit "B" attached hereto or as allowed hereunder or under the Loan Agreement.

(vi) In the event (a) Haywood Crossing One sells or otherwise transfers its interest in the Property unless the successor is approved by Mortgagee, it being understood that consent to such a transaction shall not be deemed to be a waiver of Mortgagee's right to require such consent to further or successive transactions, or (b) Haywood Holding Company ceases to hold and control a fifteen percent (15%) interest as general partner in Haywood Crossing One; or (c) A. Dickson Cannon ceases to maintain at least a five percent (5%) interest as sole general partner and at least a fifty (50) percent interest as limited partner in Haywood Holding Company.

(vii) Haywood Crossing One, Haywood Holding Company or A. Dickson Cannon, William R. Timmons, Jr., Mason A. Goldsmith or Paul S. Goldsmith, or any guarantor of any indebtedness secured hereby while the terms of said guaranty remains in effect, shall file a voluntary petition in bankruptcy or shall benefit from or be subject to any order for relief entered by any court of insolvency or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself or themselves under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy