

secures and is made pursuant to the terms of a Purchase Agreement, covering the Premises, dated June 18, 1983, by and between Mortgagee, as Seller, and Dain Corporation, a Minnesota corporation (whose right, title and interest thereunder has been assigned to Mortgagor), as Purchaser (hereinafter called "Purchase Agreement"), which Purchase Agreement is one (1) of seven (7) Purchase Agreements covering properties in the State of South Carolina described on Exhibit "C" herein (hereinafter called "South Carolina Purchase Agreements").

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

ARTICLE 1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this mortgage provided.

ARTICLE 2. Mortgagor shall pay, when due and payable, or in installments to Mortgagee as hereinafter provided in Article 19 herein, (a) all taxes, assessments (general or special), and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of Mortgagee in the Premises or the obligations secured hereby; and (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein. Mortgagor shall within ten (10) days after each such payment deliver to Mortgagee receipts showing payment in full of all of the items described in (a) above. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, this State or any political subdivision thereof, wherein the Premises are situated, providing for any tax, assessment or charge against the interest of Mortgagee in the Premises or the obligations secured hereby, that is to be paid by Mortgagee, and if Mortgagor cannot legally pay the same, without subjecting Mortgagee to any penalty, or if Mortgagor can so legally pay the same but fails to do so, the Secured Indebtedness shall, at the option of Mortgagee, become due and payable upon sixty (60) days' prior written notice from Mortgagee to Mortgagor, and, in the event payment thereof is not made within said period, Mortgagee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the Secured Indebtedness.

ARTICLE 3. (a) Mortgagor shall keep the Premises insured for the benefit of Mortgagee and the holder of the First Mortgage against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Mortgagee may from time to time reasonably require, all in amounts approved by Mortgagee not exceeding 100% of the actual replacement cost thereof, exclusive of the costs of foundations, footings and excavation; all insurance herein provided for shall be in form and companies approved by Mortgagee; and, regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Mortgagee, without contribution by Mortgagee, pursuant to the New York Standard or other mortgagee clause satisfactory to Mortgagee. No policy of insurance which Mortgagor is hereby required to