

provisions thereof are hereby incorporated herein by reference. In the event there are any inconsistencies between the provisions of this Mortgage and those contained in the Blanket Mortgage, the provisions of the Blanket Mortgage shall govern and shall be controlling.

The sole obligations of Mortgagor in respect of the Mortgaged Properties shall be those set forth in the Blanket Mortgage. Upon the occurrence of an Event of Default (as defined in the Blanket Mortgage) Mortgagee shall have the right to exercise any and all remedies provided by the Blanket Mortgage, the Individual Mortgages and applicable law.

This Mortgage is subject to prepayment and release under the circumstances set forth in the Note Purchase Agreement and Blanket Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if Mortgagor shall pay, or cause to be paid, unto Mortgagee all of the indebtedness secured hereby, then this Mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that so long as an Event of Default does not occur, Mortgagor shall be entitled to hold and enjoy the said premises.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and its corporate seal to be hereunto affixed by its officer thereunto duly authorized as of the day and year first above written.

A.T.L., INC.

By Jay E. Fisher Vice President

Donald E. Maller Secretary

SIGNED, SEALED AND DELIVERED }  
IN PRESENCE OF:

G. Samuel Hemen (L.S.)

Henry Hall Warr (L.S.)