

due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor; for attorney's commissions and also in addition thereto, there shall be paid a reasonable counsel fee, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagor to keep and perform all of the covenants and conditions hereof, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue therefor, after deducting all expenses to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, and until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the expenses of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or its successors or assigns, for laches or neglect in collecting the said rents, income and profits.

The mortgagor, its successors and assigns, shall furnish to First Piedmont Bank and Trust Company, its successors or assigns, within 90 days of the end of each fiscal year, during the term of this loan, an independent Certified Public Accountants annual audit and financial operating statements on the property described in this mortgage. Such statements are to include sales or gross revenue figures of each tenant required to disclose such information by the terms of its lease and such other tenant's sales or gross revenue figures of which the mortgagor has knowledge. However, the first audit to be furnished to First Piedmont Bank and Trust Company, its successors or assigns, hereunder, shall specifically cover the period from the date interest starts on this loan to the commencement date of the mortgagor's first full fiscal year occurring during the life of this loan. The last fractional year occurring during the life of this loan, the previous fiscal year audits will be used. These audits will be used as the basis for calculating the additional income the Jefferson Standard Life Insurance Company will receive annually from the borrower, its successors or assigns, as provided by the terms and conditions of the ground lease of even date herewith.

In the event mortgagor as landlord in leases on the property described in this mortgage fails to perform obligations imposed upon mortgagor-landlord by the leases, mortgagee will be given (a) notice of landlord's failure to perform and (b) a reasonable time to undertake performance of such obligations itself prior to the tenant or tenants terminating the lease or making any expenditures thereunder. Any sums expended by mortgagee in the performance of such obligations shall be added to the debt hereunder, with interest as stated herein from the date of such expenditure.

It is understood and agreed that Mortgagee is also Lessor under a Lease Agreement of the improvements erected upon the mortgaged premises and that the Mortgagor hereunder is also Lessee under such Lease Agreement. In the event of default under the Lease by Lessee thereunder, a default and failure to cure shall likewise be deemed to have occurred hereunder and this mortgage shall be deemed in default, and thereupon mortgagee shall have all rights and privileges accorded Lessor under Articles 19, 21 and 27 of said Lease. It is further understood and agreed that a default hereunder, shall likewise and automatically constitute a default under the Lease, subject to the terms and provisions thereof. In the event (i) Lessee fails to pay any obligation by it to be paid under the provisions of the Lease for a period of fifteen (15) days after receiving written notice thereof from the Lessor, or (ii) Lessee fails to perform or commence performance of any obligation, covenant or agreement by it to be performed under the provisions of the Lease for a period of thirty (30) days after receiving written notice thereof from the Lessor, the Lessor, at its sole option, may make such payment or perform such obligation, covenant or agreement, and the Lessee shall reimburse the Lessor upon demand for such payment and the cost and expense of such performance so incurred by the Lessor, with interest at the highest legal rate from the time of such payment or the incurring of such cost and expense.

And it is also covenanted and agreed that upon default in the payment of any of the installments or principal or any part of the interest thereon; or upon