

(e) The Borrower and Lowndes will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises or any part thereof.

(f) If all or any part of the premises shall be damaged by fire or other casualty, the Borrower will promptly restore the premises to the equivalent of its original condition and if a part of the premises shall be damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Mortgagee.

Lowndes, by its execution of this Mortgage and Security Agreement, expressly agrees to this paragraph with respect to the care of the premises.

Sixth: FURTHER ASSURANCES. At any time, and from time to time, upon request by the Mortgagee, the Borrower and Lowndes will make, execute and deliver or cause to be made, executed and delivered to the Mortgagee any and all other further instruments, certificates and other documents as may, in the opinion of Mortgagee be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of the Borrower under the note and the Borrower and Lowndes under the lien of this mortgage and security agreement. Upon any failure by the Borrower and Lowndes so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Borrower and Lowndes and the Borrower and Lowndes hereby irrevocably appoint the Mortgagee the agent and attorney in fact of the Borrower and Lowndes so to do.

Seventh: LEASES AFFECTING THE PREMISES. The Borrower and Lowndes shall perform all covenants to be performed by the landlord under any and all leases on the premises or any part thereof and shall not, without the written consent of the Mortgagee, cancel, surrender or modify any lease which the Borrower and Lowndes have assigned to the Mortgagee. Upon demand, the Mortgagor will furnish the Mortgagee copies of any lease on the premises or any part thereof.

Eighth: EXPENSES. The Borrower will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses incurred by the Mortgagee in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is made a party or appears as a party Plaintiff or Defendant affecting the indebtedness secured hereby, this mortgage or the interest created herein or the premises, including, but not limited to, any action to foreclose this mortgage and security agreement, enforcement of payment of the note secured hereby, any condemnation action involving the premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the indebtedness secured by the lien of this mortgage.

Ninth: ESTOPPEL AFFIDAVITS. The Borrower, upon ten days prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

Tenth: SUBROGATION. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims are discharged or paid with the proceeds of the indebtedness secured hereby.

Eleventh: PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. The Borrower and Lowndes agree that if the Borrower shall default in the payment of any tax lien, assessment or charge levied or assessed against the premises, in the payment of any utility charge, whether public or private; in the payment of any insurance premium, in the procurement of insurance coverage and the delivery of the