

AND the said GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE does hereby bind its successors or assigns to procure or execute any further necessary assurances of title to the said premises and also to warrant and forever defend all and singular the said premises unto the said DIVERSIFIED MORTGAGE INVESTORS, its successors and assigns, from and against itself and its successors and assigns, and all persons lawfully claiming or to claim the same or any part thereof.

THAT GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE will pay the indebtedness hereby secured and if default be made in the payment of any installment of principal or interest or in the performance of any of the covenants, stipulations or agreements herein contained, or contained in the Promissory Note as aforesaid, or in the Loan Agreement executed between DIVERSIFIED MORTGAGE INVESTORS, as one party, and GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE as the other, of even date herewith, herein referred to as Loan Agreement, the Mortgagee, at its option and with notice, shall have the right to declare the entire sum hereby secured due, and to foreclose this Mortgage in the manner provided by law, whether said Note is due by lapse of time or not; and if any action or suit is brought for the foreclosure of this Mortgage or the collection of said Note, the Mortgagor will pay said attorney's fees as the Court may adjudge reasonable in such suit or action.

THAT if the Mortgagor, its successors or assigns, shall fail to pay all taxes, assessments, or other governmental or municipal charges, fines or impositions; when the same shall severally first become payable or in default in any of the provisions of this Mortgage, or of the Loan Agreement, that, then the entire amount of the debt secured or intended to be secured hereby, shall forthwith become due at the option of the said Mortgagee, its successors or assigns, after ten (10) days written notice given as provided below, although the period for the payment of the said debt may not then have expired.

THAT if the Mortgagee is made or becomes a party to any suit or action by reason of this Mortgage or the indebtedness hereby secured, the Mortgagor will pay all expenses incurred by the Mortgagee therein including a reasonable attorney's fee.

THAT in the event the premises or any portion of the same are taken by condemnation or by eminent domain proceedings, that such sum or sums paid as compensation thereof, not exceeding the amounts advanced under the term of the Note and Mortgage, plus accrued interest thereon, shall be payable directly to the Mortgagee, its successors and assigns, by such party or parties exercising the right of condemnation or eminent domain.

THAT upon default by the Mortgagor in the payment of interest or of any installment of principal as set forth in the Note, or in the event the Mortgagor shall fail to comply with the laws, rules, regulations or ordinances made or promulgated by lawful authority which are now or hereafter become applicable to the mortgaged lands after notice has been given in accordance with the Loan Agreement or should any default be made by the Mortgagor after notice has been given in accordance with the Loan Agreement in the performance of any covenants or agreements in the Note secured hereby or in this Mortgage or in the Loan Agreement hereinabove mentioned, or should proceedings be instituted for the foreclosure or collection of any mortgage or other lien prior to or subordinate to said Mortgage affecting the mortgaged premises, or should proceedings be instituted by or against the Mortgagor under any bankruptcy or insolvency law, or should the Mortgagor commit any act of bankruptcy or made an assignment for the benefit of its creditors or confession of judgment or entry of judgment of record which remains unsatisfied, or should title to or possession of the mortgaged premises pass to any receiver or trustee or assignee, then in any of these cases should the default or failure of compliance continue for a period of ten (10) days after written notice from the Mortgagee to the Mortgagor hereunder is given as provided in the Loan Agreement, the aforesaid principal indebtedness or so much thereof as may remain unpaid with all outstanding interest at the option of the Mortgagee shall become due immediately thereafter.