

lations, ordinances, judgments, decrees and injunctions affecting the respective Properties or the use thereof, whether now or hereafter enacted and in force, including any which may require repairs, modifications or alterations in or to any of the Properties, and permits, licenses and authorizations and regulations relating thereto and covenants, agreements, restrictions and encumbrances contained in any instrument of record at the time in force affecting any of the Properties.

Lessee - Munford, Inc., a Georgia corporation.

Mortgage - Collectively, this mortgage (as the same may be supplemented or amended) and the Individual Mortgages, or this mortgage alone, as the context may indicate.

Mortgage Supplement - A supplement to this Mortgage to be executed and delivered by the Company on the Second Closing Date spreading the lien of this Mortgage to cover the Second Closing Properties as a first lien thereon.

Note Purchase Agreement - A Note Purchase Agreement, dated as of September 1, 1972, between the Company and the Mortgagee.

Note - Either the Interim Note or the Term Note, whichever is outstanding at the time.

Noteholder - A holder of either of the Notes.

Notes - The Interim Note and the Term Note.

Officer's Certificate - A certificate signed by the President or a Vice President of the Company.

Permitted Encumbrances - (a) The Leases, (b) the matters set forth in Schedule A to this Mortgage and Schedule A to the Mortgage Supplement, if any, insofar as the same may at the time be in effect and be applicable to the respective Properties, (c) liens, if any, for taxes, assessments and governmental charges not yet due or delinquent, or being contested in good faith and by appropriate proceedings in accordance with Article XV of the Leases, (d) all mechanics' and materialmen's liens insured against under the title insurance policies delivered pursuant to Section 4.7 of the Note Purchase Agreement, (e) any and all