

(c) accept additional security of any kind; (d) release any property securing the indebtedness; or (e) consent to the creation of any easement on or over the Premises or any covenants restricting use or occupancy thereof.

20. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

21. The mailing of written notice or demand addressed to the Mortgagor at the last address actually furnished to the Mortgagee, or at such Premises, and mailed, postage prepaid, by United States Mail, shall be sufficient notice or demand in any case arising under this instrument and required by the provisions hereof or by law.

22. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, trustees, executors, administrators, successors and assigns of the parties hereto. All covenants, agreements and undertakings shall be joint and several.

23. Cousins Mortgage and Equity Investments ("CMEI") is a Georgia business trust formed under a Declaration of Trust dated May 18, 1970 as amended. The shareholders, trustees, officers, employees and agents of CMEI shall not be personally or individually liable for its obligations, but other parties including the undersigned and its successors and assigns shall look solely to CMEI's estate for payment or satisfaction of any claim against it. Said Declaration of Trust provides that where legal title is transferred to or by CMEI in the name of "Cousins Mortgage and Equity Investments", such name shall be deemed to refer to the Trustees of CMEI. Said Declaration of Trust further provides that the Trustees shall have the power to cause legal or equitable title to any property of CMEI