

See Exhibit "A" which is attached hereto and made a part hereof.

Together with all improvements thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor hereby covenants and agrees with the Mortgagee:

That Mortgagor is lawfully seized of the premises hereinabove described in fee simple; that it has good, right and lawful authority to sell, convey or encumber the same, and the premises are free and clear of all liens and encumbrances other than the first mortgage owed and hold by Mortgagee herein as described above and those set forth in the Loan Agreement.

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 or Modification of Loan Agreement (said Loan Agreement and Modification being hereinafter collectively 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.