

(c) Without the prior written consent of Lender, Borrower will not suffer any mechanic's, materialman's, laborer's, statutory or other lien which might or could be prior to or equal to the security interest of this indenture to be created or to remain outstanding upon any part of the premises.

1.04 Insurance. Borrower will at all times keep the premises insured for the benefit of Lender against loss or damage by fire and appropriate fire insurance and extended coverage insurance and against such other hazards, casualties and contingencies as may be required from time to time by Lender, and such insurance shall be written in such manner and in such companies as are approved by Lender, and in any event in amounts sufficient to prevent Borrower from becoming co-insurer within the terms of the policies covering such risks, and in any event in amounts not less than the amount of the indebtedness of Borrower to Lender or Eighty percent (80%) of the replacement value of the property, whichever is greater. Borrower will cause a Standard Mortgagee Clause satisfactory to Lender to be attached to each such policy providing that all payments thereunder shall be made to the sole order of Lender as its interest may appear, and a clause providing that such policy may not be cancelled without 10 days prior written notice to Lender. During the construction, repair, restoration or replacement of improvements on the land, Borrower will obtain and keep in effect a standard builder's risk policy with extended coverage in the amount of One hundred percent (100%) of the value of the improvements, with a mortgagee clause and non-cancellation clause as aforesaid and such insurance shall be written in such manner and by such companies as are approved by Lender. In the event any sum or sums of money are received by Lender by reason of any such insurance as aforesaid, Lender may, at its option, apply whatever moneys are received either to the repair, restoration and replacement of the damaged or destroyed property (without obligation to see the funds are so applied) or toward the payment of the indebtedness secured hereby (in such manner or combination thereof including inverse order of maturity or installments, if any, as Lender may elect in its discretion). In the event of a foreclosure sale of the premises or part thereof or other transfer of title to the premises in lieu of foreclosure Lender is authorized, but not obligated, to cancel any or all of the aforesaid policies, and any unearned premium or premiums returned shall be applied to the payment of the indebtedness secured hereby. Borrower will at all times keep itself and Lender insured, against liability for damages arising from any accident or casualty in or upon the property by maintaining comprehensive general public liability insurance, the limits of which shall be at least \$250,000.00 for any one accident to any one person, \$500,000.00 for any one accident to any number of persons, and \$100,000.00 for property damage. Borrower will deliver all such policies to Lender at its principal office or at such other place as it may designate in writing, and will likewise deliver to Lender renewals of such policies thirty (30) days in advance of the expiration of the same, stamped "Paid" by the agent or company issuing same. During the construction, repair, restoration or replacement of improvements on the land, Borrower will cause all contractors and subcontractors (including Borrower if it acts as a contractor) to obtain and keep in effect workmen's compensation insurance to the full extent required by the laws of Georgia and also which shall cover all employees of each contractor and subcontractor; upon demand, Borrower shall provide evidence satisfactory to Lender that it is complying with this covenant.

1.05 Care of Premises.

(a) The borrower will keep the improvements now or hereafter erected on the premises in good condition and repair, will not commit or suffer any waste, will perform all such acts with respect to the premises as may be reasonably necessary in the opinion of the Lender under the circumstances of the character and use of the premises, will keep all improvements free of termites, dry rot and all other destructive pests, will keep all plants and lawns in good condition and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the premises or any part thereof.