

seek and shall not seek any deficiency judgment and the judgment and decree shall be enforceable against Mortgagor only to the extent of its interest in the above described premises and any such judgment or decree shall not be subject to enforcement against Mortgagor or execution on nor be a lien on any other asset of the Mortgagor.

Provided always, and it is the true intent and meaning of the parties to these presents, that when the said Mortgagor, its successors or assigns, shall pay or cause to be paid unto the said Mortgagee, its certain attorneys, heirs, personal representatives, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, its heirs, personal representatives, successors or assigns, according to the conditions and agreements of the said Note and of this Mortgage, and shall perform all the obligations according to the true intent and meaning of the said Note and Mortgage, and the conditions thereunder written, then this deed of bargain and sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

And it is lastly agreed, by and between the said parties, that the said Mortgagor shall hold and enjoy said premises until default of payment shall be made.

This is a purchase money mortgage.

WITNESS our hands and seals as of the 8<sup>th</sup> day of February, 1977.

Signed, sealed and delivered in the presence of:

HAYWOOD MALL, INC., a Georgia corporation

Hollene W. Mashburn  
Witness

By: Noah D. Long  
Its: PRESIDENT

Louise J. Samples  
Witness

[CORPORATE SEAL]

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