

If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to, eminent domain, insolvency, receivership, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or do any act hereunder.

The Borrower further covenants and agrees that it will not in any manner do anything which will or may tend to impair, hinder, imperil, jeopardize, or revoke those certain Lease Agreements concerning the subject Property with F. F. Fields, of Virginia, Inc., Bi-Lo, Inc., and Revco Drug Stores, Inc. The Borrower further covenants and agrees that at or before the execution of the within Mortgage, it will, by its duly authorized officers, execute and deliver to the Lender as assignment of said Leases and Rents in proper form. In the event that Borrower does in any manner default in the terms and conditions of said Lease Agreements, the Lender may at Lender's option upon notice to Borrower make such appearances and negotiations, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to disbursement of reasonable attorney's fees and license or franchise fees if necessary.

8. Inspection and Records. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. The Lender may also require an annual accounting and submission of appropriate financial records of the Borrower if in its sole discretion such is necessary or appropriate. The Borrower covenants and agrees that any reasonable request on financial records and other documents of the corporation will be complied with within a reasonable time after notice from Lender.

9. Condemnation. The proceeds of any award or claim for damages direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lien of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to