

Mortgagor's covenants or obligations under any of said Tenants' leases. Mortgagee may rely on any notice of default received from any tenant any may act thereon as herein provided even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or any party acting on behalf of Mortgagor, and such notice of default shall be conclusive evidence that a default exists for the purpose of this paragraph.

Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagor which is affected by any of the terms, conditions, provisions, covenants and agreements of any of the Tenants' leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary to desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at eight and seven-eighths (8-7/8%) per cent per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

That he will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, or assignee, as additional security for the payment of indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach or default, under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the mortgage and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

19. Mortgagor agrees that the within mortgage shall not be assumed by a subsequent purchaser and/or secondary borrower without the express written consent and advance approval of Mortgagee.

20. Mortgagor agrees that the terms and conditions of the Commitment between Mortgagor and Mortgagee shall be incorporated into the terms and conditions of this mortgage by reference and same shall constitute a part and parcel of this mortgage the same as if fully set forth herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 30th day of June, 1977.

IN THE PRESENCE OF:

*Carroll A. DeJ...*  
*Marie W. Clark*

ONE THOUSAND EAST NORTH, A GENERAL PARTNERSHIP

BY ITS PARTNERS:

*J. Frank Ogletree, Jr.* (SEAL)  
*Homer L. Deakins, Jr.* (SEAL)  
*Lewis T. Smoak* (SEAL)  
*J. Hamilton Stewart, III* (SEAL)

IN THE PRESENCE OF:

*Gardner G. Brown*  
*Maitha L. Lewis*

AS TO: Deakins and Dennard

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