

(g) Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

(h) Failure by Borrower duly to observe or perform any term, covenant, condition or agreement in any loan agreement, assignment of leases or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or this Mortgage or the Indebtedness; or

(i) Borrower or any endorser or guarantor of the Note (if a corporation) is liquidated or dissolved or its charter expires or is revoked, or Borrower or such endorser or guarantor (if a partnership or business association) is dissolved or partitioned, or Borrower or such endorser or guarantor (if a trust) is terminated or expires, or Borrower or such endorser or guarantor (if an individual) dies; or

(j) An event of default occurs under the deed to secure debt and security agreement of even date by Borrower in favor of Lender affecting real and personal property located in Chatooga County, Georgia; or

(k) Borrower sells, encumbers, conveys, leases or rents or otherwise transfers any interest in the Premises or any portion thereof without the prior written consent of Lender, which consent shall not be unreasonably withheld.

Anything to the contrary notwithstanding prior to conducting any foreclosure sale of the real or personal property encumbered hereby, Lender shall first give Borrower written notice of the alleged Default and ten (10) days from the Effective Date of Notices (as hereinafter defined) in which to cure such alleged Default. For all purposes herein, the Effective Date of Notices shall be defined as the sooner to occur of: (i) the hand delivery of written notice to the

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