

tear excepted, shall not, without the prior written approval of Lender, remove the improvements or any part thereof from the Property and shall not commit waste thereon.

11. Prior Encumbrances. Borrower will pay promptly, on demand, any claim, lien or encumbrance against the Property which may be or become prior to this Mortgage.

12. Releases. Without affecting the liability of the Borrower or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of the Lender with respect to any security not expressly released in writing, the Lender may, at any time, and from time to time, either before or after the maturity of the Note and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or change hereof; (c) exercise or refrain from exercising or waive any right the Lender may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Property herein described.

13. Attorneys' Fees. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this Mortgage is foreclosed or put into the hands of an attorney for collection, suit, action or foreclosure, Borrower shall be chargeable with all costs and expenses, including reasonable attorneys' fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

14. Entry. Borrower shall permit Lender or its duly authorized agents, at all reasonable times, to enter the Property for the purpose of inspecting the same.

15. Waiver. The exercise by Lender of any right or option given hereunder shall not constitute a waiver of the right to exercise any other right or option given hereunder. Likewise, the failure of Lender to exercise any right or option shall not constitute a waiver of such right or option or any other right or option hereunder.

16. Restriction on Sale. Any sale, transfer or other conveyance of all or any part of the Property without the prior written consent of Lender shall constitute a default, and Lender shall have the right, at its option, to declare the entire unpaid balance of the indebtedness secured hereby immediately due and payable. Lender will not unreasonably withhold its consent to a transfer by Borrower.

17. Definitions and Miscellaneous Provisions. Whenever in this Mortgage the context so requires, the singular shall include the plural and the plural the singular. All references herein to "Lender" shall be deemed to refer to and include the then holder of the Note secured hereby. All references to Borrower shall be deemed to refer to John G. Cheros and Alonzo M. DeBruhl, their heirs and assigns. Paragraph headings have been inserted for convenience of reference only and shall not be construed as part of the particular paragraphs to which they pertain.

18. Binding Effect. All of the covenants, stipulations and conditions contained in this Mortgage shall be binding upon