

PROVIDED ALWAYS NEVERTHELESS, that if Borrower, its successors and assigns, shall pay or cause to be paid the debt evidenced by the Note and other sums secured hereby with interest thereon and shall perform all of the other obligations of Borrower under this Mortgage and the Note referenced or provided for therein, then this Mortgage and all estates granted hereby shall cease, terminate and be utterly null and void; otherwise, it will remain in full force and effect.

BORROWER COVENANTS with Lender (and its successors and assigns) as follows:

1. Note Payments. Borrower shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. Taxes. Borrower shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Lender official receipts, evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for state or local taxation of mortgages, or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole principal sum (together with interest) secured by this Mortgage shall at the option of Lender without notice become immediately due and payable.

3. Insurance. Borrower shall continually maintain insurance against loss by fire, hazards included in the term "extended coverage" and such other hazards as Lender may require in such a manner and in such companies as Lender may from time to time require on the improvements now or hereafter located on the premises and shall promptly pay all premiums, therefor, when due. All insurance policies and renewals thereof shall be held by Lender and have attached thereto a New York Standard Mortgagee Long Form Loss Payable Clause in favor of and in a form acceptable to Lender, and provide that no such policy can be cancelled without ten days prior notice to Lender. In the event of loss Borrower shall give immediate notice by mail to Lender, who may make proof of loss. Each insurance company is hereby directed to make payment for such loss directly to Lender (instead of to Borrower and Lender jointly), and the insurance proceeds or any part thereof may be applied by Lender at its option to the debt hereby secured or for the repair or restoration of the premises. If the insurance proceeds are applied to the debt, it may be applied upon the portion last falling due or in such other manner as Lender may desire. In the event of foreclosure of this Mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Lender in any insurance policies then in force shall pass to the grantee.

4. Senior Mortgages. Borrower and Lender acknowledge that the premises are now encumbered by the following liens:

- (a) Mortgage to Wachovia Realty Investments recorded in Mortgage Book 1246, Page 241 as subsequently modified by Modification Agreement recorded in Mortgage Book 1296 at Page 181, as assigned to Aetna Life Insurance Company by Assignment recorded in