

and the terms of any such judgment shall expressly so provide. The exculpation contained herein or in the Note shall not be deemed to apply to the warranty of title herein contained.

3.17 Notice and Right to Cure. Notwithstanding anything herein contained, the Lender hereby agrees to provide the Borrower written notice by certified, return receipt requested, postage fully prepaid, U.S. Mail at 2296 Henderson Mill Road, Suite 202, Atlanta, Georgia 30345, or at such other address the Borrower shall so advise of in writing, of any and all defaults under this Mortgage and/or under the Note and upon receipt of such notice, the Borrower shall have five (5) days in which to cure defaults that are monetary in nature and ten (10) days in which to cure defaults that are non-monetary in nature. In the event Borrower shall fail to cure any such default(s) within the time period herein prescribed, then in such event the Lender shall be under no further obligation to provide Borrower any further notice of default and the Indebtedness secured hereby shall then be totally and immediately due and payable in full. Notice shall be deemed received by the Borrower as of the date shown on the return receipt requested as being received by Borrower or as being rejected by Borrower.

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