

liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

h) Release of Collateral.

Mortgagee may release, regardless of consideration, any part of the security held for the Indebtedness or for the Obligations without, as to the remainder of the security, in any way impairing or affecting the liens of the mortgage and other Security Documents or any rights and benefits contained within said mortgage and other Security Documents or their priority over any subordinate and/or junior lien.

i) Other Collateral.

(a) For payment of the Indebtedness, mortgagee may resort to any other security therefore held by mortgagee in such order and manner as mortgagee may elect.

(b) This Mortgage shall also secure the repayment of (i) that certain Mortgage Note of even date herewith in the principal sum of One Million Nine Hundred Fifteen Thousand Dollars (\$1,915,000.00), executed by mortgagor and payable to Dominion Mortgage Center, Inc. or order, the repayment of which is primarily secured by that certain Mortgage and Security Agreement of even date herewith from mortgagor to Dominion Mortgage Center, Inc. encumbering certain property located in Montgomery, Alabama, and more particularly described in Schedule C attached hereto and incorporated herein, (ii) that certain Mortgage Note of even date herewith in the principal sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), executed by mortgagor and payable to mortgagee or order, the repayment of which is primarily secured by that certain Mortgage and Security Agreement of even date herewith from mortgagor to mortgagee encumbering certain property located in Ft. Myers, Florida, and more particularly described in Schedule D attached hereto and incorporated herein, and (iii) that certain Promissory Note of even date herewith in the principal sum of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000.00), executed by mortgagor and payable to mortgagee or order, the repayment of which is primarily secured by that certain Deed of Secure Debt of even date herewith from mortgagor, as Grantor, to mortgagee, as Grantee, encumbering certain property located in Macon, Georgia, and more particularly described in Schedule E attached hereto and incorporated herein (collectively, the foregoing Mortgage and Promissory Notes are hereinafter collectively referred to as the "Other Notes"), and the foregoing Mortgages and Security Agreements and Deed to Secure Debt are hereinafter collectively referred to as the "Other Mortgages"). If an Event of Default (as defined in the Other Mortgages) shall occur under any of the Other Mortgages which default remains uncured after the expiration of any applicable grace period, then mortgagee may foreclose upon and sell the Mortgaged Property in addition to, simultaneously with, or in lieu of the property encumbered by such Other Mortgage to satisfy the indebtedness secured thereby in whatever order mortgagee may, in its sole discretion, deem advisable.

(c) Notwithstanding any other provision hereof or in the Note or the Security Documents, upon satisfaction in full of the Indebtedness, mortgagee may, in its sole and absolute discretion, refuse to terminate and release the lien of this Mortgage if a monetary Event of Default (as defined in the applic-

9 5 5 5

4328-W-2