

close this Mortgage in the case of the occurrence of an Event of Default.

15. No Other Liens. The Mortgagor shall not consent or agree to any lien, mortgage, security interest or sale and leaseback transaction upon or affecting the Collateral, or any part thereof, except leases for telephone or television services and as granted in this Mortgage and any other lien or security interest granted to the Mortgagee.

16. Obligations under Leases, etc. Except in those instances where reasonable business standards dictate otherwise, the Mortgagor shall promptly and diligently observe and perform all of the terms, conditions, covenants and agreements to be observed or performed by the Mortgagor. The Mortgagor shall not, without the prior written consent of the Mortgagee, cancel, or materially modify, amend or supplement, or consent to any cancellation, modification, amendment or supplement of any lease assigned to the Mortgagee, nor assign or transfer any such lease.

17. Restriction on Use of Collateral. The Mortgagor will not make, suffer, or permit, without the written consent of the Mortgagee first had and obtained, which consent will not be unreasonably withheld, (a) any use of the Collateral for any purpose other than that for which the same are now used or intended to be used, or (b) any sale, transfer, assignment, lease, conveyance or other disposition of all or any part of the Collateral or (c) the abandonment or vacating of the Collateral for a period in excess of sixty (60) consecutive days. Notwithstanding anything herein to the contrary, Mortgagee shall not be obligated to give its consent under this paragraph 17, and such consent shall not be deemed unreasonably withheld, unless and until E. L. Pooser, Jr., Robert A. Dean and C. Parker Dempsey, jointly and severally, irrevocably and unconditionally guarantee 100% of the outstanding Mortgage Indebtedness. The Mortgagor will not make, suffer, or permit any construction upon or other alteration of the Collateral if in any such case the priority of the lien of this Mortgage would in any way be thereby threatened or affected or if any such construction or alteration would in the reasonable judgment of the Mortgagee, materially and adversely affect the use, value or operation of the Collateral.

18. Permitted Contests. If no Event of Default shall have occurred hereunder, the Mortgagor shall not be required, nor shall Mortgagee have the right, to pay, discharge or remove any tax, assessment, levy, fee, charge, lien or encumbrance, for so long as Mortgagor shall diligently contest in good faith and at its own expense the existence, the amount or validity thereof by appropriate proceedings which shall prevent the collection of or any realization upon the tax, assessment, levy, fee, charge, lien or encumbrance so contested and the sale, forfeiture or loss of all or any part of the Mortgaged Premises to satisfy same.

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