

Prepared by and after
recording return to:

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STATE OF ALABAMA)	MORTGAGE, ASSIGNMENT
)	OF RENTS AND SECURITY
COUNTY OF SHELBY)	AGREEMENT

(Collateral is or includes fixtures.)

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage"), made this 7th day of October, 1986, by CROW WOOD SPRINGS ASSOCIATES, LTD., a Georgia limited partnership (hereinafter referred to as the "Mortgagor"), whose place of business is 2849 Paces Ferry Road, Suite 140, Atlanta, Georgia 30339; to and in favor of WACHOVIA BANK AND TRUST COMPANY, N.A., whose principal office and place of business is 301 N. Main Street, Winston-Salem, Forsyth County, North Carolina 27102 (hereinafter referred to as the "Mortgagee").

W I T N E S S E T H:

WHEREAS, the Mortgagee is obligated to lend to the Mortgagor the sum of TWELVE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$12,850,000.00), to be advanced from time to time through the periodic disbursement of proceeds of the note hereby secured in accordance with the Building Loan Agreement and other agreements between the Mortgagor and the Mortgagee for the purpose of constructing a building or buildings and other improvements (hereinafter referred to as "the Improvements") on the premises hereinbelow described;

AND WHEREAS, the Mortgagor agrees to accept any and all installments advanced by the Mortgagee up to the full amount stated above;

AND WHEREAS, the Mortgagor is thereby indebted to the Mortgagee in the said sum of Twelve Million Eight Hundred Fifty Thousand and No/100 Dollars (\$12,850,000.00), or so much thereof as may be advanced to the Mortgagor for money loaned in accordance with the terms of a Building Loan Agreement between the Mortgagor and the Mortgagee of even date herewith (the "Building Loan Agreement") and a Buy-and-Sell Agreement of even date herewith (the "Buy-and-Sell Agreement") among Mortgagor, Mortgagee and OTR, an Ohio general partnership ("OTR"), for which amount Mortgagor has executed and delivered its Mortgage Loan Note (the "Note") of even date herewith, payable to the order of the

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Mortgagee at its principal office at 301 North Main Street, Winston-Salem, North Carolina 27102, bearing interest and payable in the manner therein set forth (with the maturity date of the Note prior to the Purchase, as hereinafter defined, being the later of September 30, 1988, or the Expiration Date, as defined in the Buy-and-Sell Agreement, as the Expiration Date may be extended pursuant to the Buy-and-Sell Agreement; in the event OTR should purchase (the "Purchase") the Note by that date in accordance with the terms of the Buy-and-Sell Agreement, the Note shall mature on that date which is the tenth anniversary of the date of the Purchase);

AND WHEREAS, the Mortgagor desires to secure the full and punctual payment of the Note with interest thereon, and the performance of the covenants contained herein, as well as any and all modifications, renewals, extensions and substitutions of the Note, or any part thereof, with interest thereon; and also to secure the reimbursement to the Mortgagee, its successors or assigns, for all money which may be advanced as herein provided, and for any and all costs and expenses (including reasonable attorney's fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Mortgage, or to the indebtedness or to the property herein described, or in obtaining possession of the property herein described after any sale which shall be made as hereinafter provided for, all by a conveyance of the lands and a grant of the security interests hereinafter described;

NOW, THEREFORE, to secure the repayment of the indebtedness evidenced by the Note and any modifications, extensions, renewals or substitutions thereof, the performance of such other obligations of the Mortgagor as are set forth herein and in the Building Loan Agreement (as herein defined), the payment of all other sums herein covenanted to be paid, and the repayment of the indebtedness evidenced by the Wood Gardens Note (as herein defined) in accordance with and to the extent provided in Section 6.19 hereof, Mortgagor has given, granted, bargained, sold, aliened, enfeoffed, mortgaged, assigned, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, enfeoff, mortgage, assign, convey, and confirm unto the Mortgagee, and its successors and assigns, forever, the real property located in the County of Shelby, State of Alabama, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents. The rents have also been assigned to the Mortgagee pursuant to a separate Assignment of Lessor's Interest in Leases of even date (the "Assignment").

TOGETHER WITH, all leasehold estate, right, title and interest of the Mortgagor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired.

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Property;

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto.

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property.

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements").

TOGETHER WITH, all right, title and interest of Mortgagor in and to all tangible personal property (the "Personal Property") now owned or hereafter acquired by Mortgagor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to, all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), elevators, lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and

incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; and

TOGETHER WITH (subject, however, to the rights of the Mortgagor pursuant to Section 1.05 and Section 1.13 hereof), all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Property and Improvements, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property (as hereinafter defined).

The entire estate, property and interest hereby conveyed to Mortgagee may hereafter be referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD, the Mortgaged Property unto the Mortgagee, and its successors and assigns, forever.

The Mortgagor covenants with the Mortgagee that it is seized of the Property in fee simple and has the right to convey the same; that it will warrant and defend the same against the lawful claims of all persons whatsoever except those, if any, set forth on Exhibit B attached hereto and incorporated herein by reference, and that the Property is free and clear of all encumbrances except those, if any, set forth on Exhibit B attached hereto and incorporated herein by reference.

FOR THE PURPOSE OF SECURING

a. Payment of the indebtedness in the total principal amount of \$12,850,000.00, with interest thereon, evidenced by the Note executed by Mortgagor, which has been delivered to and is payable to the order of Mortgagee, and which by this reference is hereby made a part hereof, and any and all modifications, extensions, renewals and substitutions thereof.

b. Performance of all obligations of Mortgagor under that certain building loan agreement of even date herewith (the "Building Loan Agreement") by and between Mortgagor and Mortgagee relating to construction of the Improvements on the Property, and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein.

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c. Performance of all obligations of Mortgagor under the Construction Loan Commitment of the Mortgagee dated the 9th day of June, 1986, as the same may have been amended from time to time (the "Commitment").

d. Payment of all sums advanced by Mortgagee to protect the Mortgaged Property, with interest thereon at the rate prior to the date of Purchase which is two (2) percentage points more than the rate then effective under the Note and from and after the date of Purchase which is equal to the "Default Rate" (as defined in the Note).

e. Performance of all obligations of the Mortgagor and/or any guarantor of any of the obligations of Mortgagor contained in this Mortgage, the Note, the Building Loan Agreement, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

f. Performance of Mortgagor's obligations and agreements contained in the commitment between Mortgagor and OTR, dated September 24, 1986, and any modification or amendment thereof (the "OTR Commitment"), except to the extent such obligations and agreements shall have been waived in writing by OTR in its sole discretion and a copy of such written waiver shall have been given to Mortgagee.

g. Performance of Mortgagor's obligations and agreements contained in the Buy-and-Sell Agreement.

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This Mortgage, the Note, the Building Loan Agreement, the Assignment and any guaranty thereof and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note, and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage and all other documents and instruments executed as further evidence of or as security for the indebtedness secured hereby, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR
HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees as follows:

1.01 Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note (and any and all modifications, extensions, renewals or substitutions thereof), charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any advances made by Mortgagee to protect the Property or the Improvements, the repayment of which is secured by this Mortgage.

1.02 Maintenance, Repair, Alterations. To keep the Improvements and Personal Property in good condition and repair, not to remove, demolish or substantially alter (except such alterations as may be required by applicable laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and, in the event any insurance proceeds therefor received by Mortgagee pursuant to Section 1.05 hereof are made available to Mortgagor, promptly restore in like manner any of the Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Mortgaged Property; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation or provision of any lease the violation of which could result in a termination of such leasehold.

1.03 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

(a) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", in an amount not less than the full replacement cost (without depreciation) of the Improvements. The policies of insurance carried in accordance with this subparagraph (a) shall contain the "Replacement Cost Endorsement;"

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(b) Business interruption insurance and/or loss of "rental value" insurance for a period of six (6) months in such amounts, and with such coverages as may be reasonably satisfactory to Mortgagee. Such insurance shall be provided at such time as the Mortgagee may specify but in no event later than the commencement of occupancy by any tenant;

(c) Comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to limits of not less than \$5,000,000 for damage to any one person in any one single accident, not less than \$10,000,000 for damage to more than one person in any one accident and not less than \$2,000,000 in property damage and umbrella coverage of not less than \$25,000,000;

(d) During the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such Improvements, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement;

(e) Insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "fire and extended coverage;"

(f) Flood insurance, if the Improvements are located on any part of the Property which is located in a special flood, mudslide or erosion hazard area, in such amounts and with such coverages as may be reasonably satisfactory to Mortgagee; and

(g) The insurance set forth in paragraphs (a) through (f) of this Section is subject to review periodically by Mortgagee, and changes or increases therein may be required by Mortgagee in Mortgagee's reasonable discretion. Mortgagor shall also obtain and maintain such other insurance and in such amounts as may from time to time be reasonably required by Mortgagee against the same or other hazards.

1.04 Delivery of Policies, Payment of Premiums. That all policies of insurance shall be issued by companies and in amounts in each company reasonably satisfactory to Mortgagee. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Mortgagee in form reasonably satisfactory to Mortgagee. Mortgagor shall furnish

Mortgagee with an original policy of all policies of required insurance. Mortgagee hereby consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, and if Mortgagor provides such insurance by blanket policies, Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon prior to the date of Purchase at the rate which is two (2) percentage points more than the rate then effective under the Note and from and after the date of Purchase which is equal to the Default Rate (as defined in the Note) in either case not to exceed the maximum rate of interest permitted by applicable law from time to time, which payment shall be secured by this Mortgage. Upon the written request of Mortgagee after an event of default shall have occurred under Section 4.01 hereof, Mortgagor shall deposit with Mortgagee in monthly installments an amount equal to one-twelfth (1/12th) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Mortgage. Mortgagor further agrees, upon Mortgagee's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.04, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.04. Mortgagee may commingle said

reserve with its own funds and Mortgagor shall be entitled to no interest thereon.

1.05 Insurance Proceeds. That after the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee and Mortgagor agrees to execute such further assignments of the insurance proceeds as Mortgagee may request. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance; provided, however, that so long as no event of default under Section 4.01 hereof or event which, with notice or lapse of time or both, would constitute such an event of default shall have occurred, Mortgagor and Mortgagee shall jointly participate in such settlement, adjustment or compromise, and no settlement, adjustment or compromise shall be made without the consent of both Mortgagor and Mortgagee.

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(b) Notwithstanding the foregoing with respect to the payment of insurance proceeds, prior to the date of Purchase and during the first four (4) years after the date of Purchase, or at any time thereafter if not more than five percent (5%) of the Improvements has been damaged or destroyed, Mortgagee agrees to release proceeds of insurance for repair or restoration of the Improvements upon the conditions that (i) Mortgagor is then in full compliance with, and there is no uncured default under, the terms, covenants and conditions in the Note, Mortgage or any other instrument securing the Note; (ii) there has occurred no transfer or encumbrance prohibited by Section 4.01 hereof, without Mortgagee's written consent; (iii) in the event such proceeds are insufficient to completely repair or restore the Improvements, Mortgagor demonstrates to Mortgagee's satisfaction that sufficient other funds have been committed to pay in full the cost of such repair or restoration; (iv) the plans and specifications for such repair or restoration, prepared by an architect or engineer reasonably satisfactory to Mortgagee, have been submitted to and approved in writing by Mortgagee (such approval not to be unreasonably withheld); and (v) disbursement shall be made by Mortgagee as the work progresses in accordance with such terms, conditions, practices and procedures as would be applied by a prudent construction lender, including without limitation (A) the receipt and approval prior to disbursement of an architect's or engineer's certificate as to satisfactory work substantially in accordance with plans and specifications, (B) title insurance policy endorsements without exception for mechanic's

liens and waivers of liens satisfactory to Mortgagee, and (C) the right of Mortgagee to make such inspections as it deems necessary.

(c) In the event the conditions set forth in (b) of this Section 1.05 are not satisfied, Mortgagee shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor.

(d) Provided Mortgagee shall have made available to Mortgagor the proceeds of any insurance received by Mortgagee pursuant to this Section, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in Section 1.02 hereof or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

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1.06 Assignment of Policies upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property (other than blanket-type policies).

1.07 Indemnification; Subrogation; Waiver of Offset.

(a) If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. Notwithstanding the foregoing, the Mortgagor shall not be required to indemnify the Mortgagee for any action taken by the Mortgagee (1) which is not authorized by this Mortgage, (2) which is in violation of this Mortgage, or (3) as to which action the Mortgagee shall not have given the Mortgagor prior written notice pursuant to Section 6.05 hereof; nor shall Mortgagor be required to indemnify Mortgagee with respect to Mortgagee's negligence or wilful misconduct. If

Mortgagee commences an action against Mortgagor to enforce any of the terms hereof because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, the Mortgagor shall pay to Mortgagee reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay to Mortgagee the reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of such breach.

(b) Except as to the Mortgagor's right to insurance proceeds as set forth in Section 1.05 hereof, Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

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(c) All sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except by payment or as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding; (v) any claim which Mortgagor has, or might have, against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and

payable by Mortgagor. Nothing in this Mortgage, however, shall be deemed a waiver by the Mortgagor of any claim for damages incurred by Mortgagor as a result of any default or failure on the part of the Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor.

1.08 Taxes and Impositions

(a) Mortgagor agrees to pay, at least ten days prior to delinquency, all applicable real property taxes and assessments, general and special, all applicable payments in lieu of taxes, and all other applicable taxes and assessments of any kind or nature whatsoever, including, without limitation, nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"), provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same, together with any accrued interest on the unpaid balance of such Impositions, in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) hereof, or (ii) a license, fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions; provided, however, that if the Mortgagor fails or is prohibited by law to pay and discharge the same, all obligations secured hereby, together with all accrued interest thereon, shall at the option of the Mortgagee become immediately due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

(c) Subject to the provisions of subparagraph (d) of this Section 1.08, Mortgagor covenants to furnish Mortgagee, within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof.

(d) Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.08, unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object to an Imposition, and unless at Mortgagee's sole option, (i) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property or any part thereof to satisfy such Imposition prior to final determination of such proceedings; or (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Mortgagee; or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

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(e) Upon the request of Mortgagee after an event of default shall have occurred under Section 4.01 hereof, Mortgagor shall pay to Mortgagee, on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12th) of the annual Impositions reasonably estimated by Mortgagee to the end that Mortgagee will have in hand at least an amount sufficient to pay all Impositions at least thirty days before their due date. In such event Mortgagor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.08, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.08. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee pending disbursement or application

hereunder, and Mortgagee may impound or reserve for future payment of Impositions such portion of such payments as Mortgagee may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payment which has been applied by Mortgagee on the principal of or interest on the indebtedness secured by the Loan Instruments) sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligations so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee as herein elsewhere provided, or at the option of Mortgagee the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Mortgagor secured hereby. Should any default occur or exist on the part of the Mortgagor in the payment or performance of any of the Mortgagor's and/or any guarantor's obligations under the terms of the Loan Instruments, Mortgagee, at any time at Mortgagee's option may apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Mortgaged Property or otherwise, upon any indebtedness or obligation of the Mortgagor secured hereby in any manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any indebtedness secured by this Mortgage or any of the rights or powers of Mortgagee under the terms of the Loan Instruments or any of the obligations of Mortgagor and/or any guarantor under this Mortgage.

(f) If applicable, Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien.

1.09 Utilities. To pay when due all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Actions Affecting Mortgaged Property. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and to pay all costs and expenses, including cost of evidence of title and

attorney's fees, in any such action or proceeding in which Mortgagee may appear.

1.11 Actions By Mortgagee to Preserve Mortgaged Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Mortgagee in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Mortgagee shall have and is hereby given the right, but not the obligation (i) to enter upon and take possession of the Mortgaged Property; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Property which they or either of them may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest, or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and other attorneys' fees.

1.12 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Commitment, the OTR Commitment (except to the extent such obligations shall have been waived in writing by OTR, in its sole discretion, and a copy of such written waiver shall have been given Mortgagee), and each agreement of Mortgagor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Mortgagor contained therein or incorporated by reference shall survive the closing and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.13 Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such

proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor to the extent of the outstanding indebtedness and unpaid interest thereon and all other sums secured by this Mortgage, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage; provided, however, that so long as no event of default under Section 4.01 hereof or event which, with notice or lapse of time or both, would constitute such an event of default shall have occurred, Mortgagee and Mortgagor shall jointly participate in any such compromise or settlement and neither shall agree to any such compromise or settlement without the consent of the other. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) Notwithstanding the foregoing with respect to the payment of Proceeds, prior to the date of Purchase and during the first four (4) years after the date of Purchase, Mortgagee agrees to release the Proceeds for repair or restoration of the Improvements upon the conditions that (i) Mortgagor is then in full compliance with, and there is no uncured default under, the terms, covenants and conditions in the Note, Mortgage or any other instrument securing the Note; (ii) there has occurred no transfer or encumbrance prohibited by Section 4.01 hereof, without Mortgagee's written consent; (iii) in the event the Proceeds are insufficient to completely repair or restore the Improvements, Mortgagor demonstrates to Mortgagee's satisfaction that sufficient other funds have been committed to pay in full the cost of such repair or restoration; (iv) the plans and specifications for such repair or restoration, prepared by an architect or engineer reasonably satisfactory to Mortgagee, have been submitted to and approved in writing by Mortgagee (such approval not to be unreasonably withheld); (v) the Improvements are capable of being repaired or restored; and (vi) disbursements shall be made by Mortgagee as the work progresses in accordance with such terms, conditions, practices and procedures as would be applied by a prudent construction lender, including, without limitation, (A) the receipt and approval prior to disbursement of an architect's or engineer's certificate as to satisfactory work substantially in accordance with plans and specifications, (B) title insurance policy endorsements without exception for mechanic's liens and waivers of liens satisfactory to Mortgagee, and (C) the right of Mortgagee to make such inspections as it deems necessary.

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(c) In the event any portion of the Mortgaged Property is so taken or damaged and the conditions set forth in (b) of this Section 1.13 are not satisfied, Mortgagee shall have the option, in its sole and absolute discretion (with or without causing the entire indebtedness evidenced by the Note to be accelerated), to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (without accelerating the indebtedness) to apply all such Proceeds after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any event of default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.14 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Successors and Assigns. That this Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Mortgagee" shall mean the owner and holder of the Note, whether or not named as Mortgagee herein.

1.16 Inspections. That Mortgagee, or its agents, representatives or workmen are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.17 Liens. To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof or if such lien or right thereto is insured over without exception by the title insurance company which has issued to Mortgagee a mortgagee's title insurance policy with respect to the loan secured hereby. Mortgagor shall also have the right to contest in good faith the validity of any

such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half (1 1/2) of the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.18 Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option, any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.19 Books and Records; Financial Statements. (a) To furnish (or cause to be furnished) to Mortgagor annual financial statements on the Mortgagor and each guarantor of the indebtedness secured hereby (in form satisfactory to Mortgagor) as follows:

- (i) In the case of a corporation or partnership, within 90 days (prior to the date of Purchase) and 120 days (from and after the date of Purchase) after each fiscal year-end of such corporation or partnership; and
- (ii) In the case of an individual, the Mortgagee shall have at all times a personal financial statement on such individual not more than 12 months old.

Mortgagor shall also furnish to Mortgagee within 90 days (prior to the date of Purchase) and 120 days (from and after the date of Purchase) following the end of each calendar year of the

operation of the Property, a balance sheet and income statement of the Property (in form reasonably satisfactory to Mortgagee) for the preceding calendar year, prepared and certified by the Managing General Partner of the Mortgagor. Mortgagor shall also furnish to the Mortgagee prior to the date of Purchase quarterly financial statements for the Mortgagor and each guarantor which is a corporation or partnership, such quarterly financial statements to be furnished within 60 days after the end of each fiscal quarter of such corporation or partnership.

(b) If an event of default has occurred under Section 4.01 hereof, Mortgagee shall have the right, at Mortgagor's expense, without limiting any other rights Mortgagee may have hereunder, to require that the above annual statements be audited and certified at Mortgagor's expense by a certified public accountant or firm of certified public accountants reasonably satisfactory to Mortgagee. In addition, in the event the Note shall have been purchased by OTR (or its assigns), Mortgagee may require an audit of Mortgagor's annual statements at any time after the date of Purchase and if such audit shows a discrepancy equal to \$5,000 or more, between the annual statement and the audit with respect to the amount of Contingent Interest, Mortgagor shall immediately pay the additional Contingent Interest, if any, due to Mortgagee and shall solely be responsible for the cost of such audit. In the event such audit does not reveal a \$5,000.00 or greater discrepancy, then the cost of such audit shall be paid for by Mortgagee.

(c) In the event the Note is purchased by OTR (or its assigns), then from and after the date of Purchase, Mortgagor shall keep at its principal place of business in the State of Georgia true and accurate books of account and records showing all transactions necessary to make the determination of Contingent Interest (as defined in the Note) payable from the Mortgaged Property for a period of three (3) years after the end of each calendar year or until audited by or on behalf of Mortgagee, whichever first occurs. Said books of account and records shall be made available to Mortgagee and/or its agent(s) upon reasonable advance notice and during regular business hours for examination and audit by Mortgagee.

1.20 Filings and Recordings. To promptly cause this Mortgage and the Assignment and any supplements, amendments, or modifications thereto and financing statements and continuation statements under the Uniform Commercial Code and other instruments with respect thereto to be filed, registered and recorded (and when and if necessary to be refiled, re-registered or re-recorded) in such place or places as may be required by any law in order to create, perfect or protect the lien of, and security interest created by this Mortgage and the Assignment, and to

protect the validity thereof and to publish notice thereof and to protect and maintain the estate, right, interest, claim and demand of the Mortgagee in, to and under the Mortgaged Property, the rents and Leases described in the Assignment.

1.21 Tradenames. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in tradename.

1.22 Leases. That except with the prior written approval of Mortgagee, which approval shall not be unreasonably withheld, no lease of the Mortgaged Property or any portion thereof shall be for a term exceeding one (1) year or shall be on a lease form not previously approved in writing by the Mortgagee as the standard lease form for the Mortgaged Property.

1.23 Certain Leases Prohibited. Mortgagor recognizes that OTR is an organization which may be subjected to a tax on unrelated business income pursuant to Section 511 of the Internal Revenue Code of 1954, as amended, or any successor code or statute which may be hereinafter enacted or substituted. Therefore, Mortgagor agrees that it will not enter into leases of space in the Mortgaged Property in which:

(i) Rent is based in whole or in part on the income or profits derived by any person from the space leased (other than an amount based on a fixed percentage of receipts on sales);

(ii) more than ten percent (10%) of the rent can reasonably be attributed to personal property; ~~and~~ or

(iii) services are to be rendered to the lessee primarily for his convenience and are other than those usually or customarily rendered in connection with the rental of space or occupancy only.

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ARTICLE II
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits, and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under any of the Loan Instruments. The assignment of the rents, issues and profits of the Mortgaged Property in this Article II is intended to be an absolute, present assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an event of default under any of the Loan Instruments.

2.02 Assignment of Security Deposits. Mortgagor hereby assigns to the Mortgagee all security deposits received by Mortgagor or any agent of Mortgagor. Prior to default hereunder and demand by the Mortgagee for delivery of such security deposits to it or its designee, Mortgagor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to Mortgagee, or shall otherwise comply with applicable law with respect to the security deposits. Upon delivery of such security deposits to Mortgagee, the Mortgagee shall hold such deposits pursuant to the terms of the leases in respect of which such deposits were obtained by Mortgagor. Provided, however, in no event shall Mortgagee be liable to any lessee of any part of the Mortgaged Property for the return of any security deposit in any amount in excess of the amount delivered to the Mortgagee by Mortgagor. Any security deposits held by Mortgagee shall not bear interest unless required by applicable law.

2.03 Collection Upon Default. Upon any event of default under any of the Loan Instruments, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same,

less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

ARTICLE III SECURITY AGREEMENT

3.01 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personal Property and fixtures now or hereafter located on or at the Property, including without limitation, any and all property of similar type or kind and any replacements or renewals thereof hereafter located on or at the Property for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments. Prior to the date of Purchase, this Mortgage shall constitute a "construction mortgage" for purposes of Article 9 of the Uniform Commercial Code, as adopted in the applicable jurisdiction.

3.02 Warranties, Representations and Covenants of Mortgagor Respecting the Personal Property. Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the permitted encumbrances set forth in Exhibit B and for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Except as set forth in (a) and (d) of this Section 3.02, Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

(c) The Personal Property is not used or bought for Mortgagor's personal, family or household purposes.

(d) The Personal Property will be kept on or at the Property and Mortgagor will not remove the Personal Property from the Property without the prior written consent of Mortgagee, except such portions or items of Personal Property which are

consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(e) Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) At the request of Mortgagee, Mortgagor will execute one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of the applicable jurisdiction in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(g) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of the applicable jurisdiction.

ARTICLE IV REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed a default or an event of default hereunder:

(a) Default shall be made in the payment of any installment of interest or of principal on the Note when due which default shall continue beyond the expiration of such period, if any, as is allotted for curative action to be taken with respect thereto; or

(b) Default shall be made in the payment of any other sum secured hereby, which default is not cured within ten (10) days after notice thereof from Mortgagee to the Mortgagor; or

(c) Mortgagor or any general partner of Mortgagor or any guarantor of the obligations secured hereby shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Mortgagor or such general partner or guarantor or of all or any

part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due; or

(d) A court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Mortgagor or any general partner of Mortgagor or any guarantor of the obligations secured hereby seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or such general partner or guarantor or of all or any part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor or such general partner or guarantor and such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

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(e) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Property, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Property or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(f) The Mortgagor shall fail to maintain and pay the premiums for all insurance required by paragraphs (a), (b), (d), (e) and (f) of Section 1.03 of this Mortgage; or

(g) Prior to the date of Purchase, the Mortgagor shall, without the prior written consent of Mortgagee (which consent shall be in the sole and absolute discretion of the Mortgagee), transfer, further encumber or convey (including, without limitation, by way of mortgage or deed of trust) the Mortgaged Property or any portion thereof or interest therein; provided, however, that nothing in this paragraph (i) shall preclude the Mortgagor from issuing or creating limited partnership interests, or (ii) shall preclude any limited partner from transferring or selling such limited partner's limited partnership interest in the Mortgagor, or (iii) shall apply to a Condemnation, or (iv) shall preclude the Mortgagor from granting utility easements serving the Mortgaged Property with the approval of the Mortgagee, which approval shall not be unreasonably withheld; or

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(h) From and after the date of Purchase, the Mortgagor shall, without the prior written consent of the Mortgagee (which consent shall be in the sole and absolute discretion of the Mortgagee) grant, sell, assign, convey, lease (other than leases executed in the ordinary course of business), further encumber or otherwise transfer all or any portion of the Mortgaged Property; provided, however, that nothing herein (i) shall preclude the Mortgagor from issuing or creating limited partnership interests, or (ii) shall preclude any limited partner from transferring or selling such limited partner's limited partnership interest in the Mortgagor, or (iii) subject to the provisions of Article V below, shall preclude the Mortgagee from selling the Mortgaged Property and prepaying the indebtedness evidenced by the Note, only if the Fixed Interest, Contingent Interest and the Additional Interest paid to Mortgagee provides Mortgagee with a minimum thirteen percent (13%) "Internal Rate of Return", as defined in the Note; or (iv) shall apply to a Condemnation, or (v) shall preclude the Mortgagor from granting utility easements serving the Mortgaged Property with the approval of the Mortgagee, which approval shall not be unreasonably withheld; or

(i) Any general partner of the Mortgagor shall cease to be a general partner of the Mortgagor, or substantially dilutes such general partner's general partnership interest in Mortgagor; or

(j) The Mortgagor shall default in or fail to perform any other obligation required of Mortgagor hereunder or under the Note, and such failure or default is not cured within thirty (30) days after notice thereof from Mortgagee to Mortgagor or, if such failure or default cannot reasonably be cured within such 30 days period, the Mortgagor does not commence such cure within such 30 days period and thereafter diligently pursue such cure; or

(k) If any representation or warranty made by Mortgagor or any guarantor shall prove to have been false or erroneous in any material respect on the date as of which made.

(l) The Mortgagor shall abandon any part of the Mortgaged Property.

4.02 Acceleration upon Default, Additional Remedies.
In the event of any event of default, Mortgagee may declare all indebtedness secured hereby to be due and payable and the same, including "Additional Interest", as defined in the Note (if OTR or its assigns shall have then purchased the Note), shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Mortgagee may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof, and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those rents, issues and profits past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues and profits, Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to foreclose this Mortgage;

(ii) Commence an action to appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Foreclose this Mortgage either judicially or under the power of sale set forth herein. In the event Mortgagee, its successors or assigns, elects to foreclose this Mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt secured hereby. The proceeds of any sale of the Mortgaged Property, whether conducted pursuant to judicial foreclosure, pursuant to the power of sale set forth herein, or private sale, together with any other sums which then may be held by Mortgagee as part of the Mortgaged Property or the proceeds thereof, shall be distributed and applied in the following order of priority: first, to the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and counsel, and of any judicial proceeding wherein the same may be made; second, to the payment of all fees, amounts, expenses, liabilities and advances incurred or paid by Mortgagee in exercising any right of cure provided for herein, together with interest thereon, at a rate prior to the date of Purchase which equal to two (2) percentage points more than the rate then effective under the Note and from and after the date of Purchase which is equal to the "Default Rate" (as defined in the

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Note), in either case not to exceed the maximum rate of interest permitted by applicable law from time to time, from the date so incurred or paid; third, to the payment of all Impositions or other charges to which the Mortgaged Property or any part thereof shall have been subjected; fourth, to the payment of all accrued and unpaid interest under the Note, fifth, to the unpaid balance of the principal under the Note; sixth, to the payment of any other sums secured by this Mortgage; and seventh, if any proceeds remain, to whomsoever shall be lawfully entitled thereto. The Mortgagee, its successors, assigns, agents or attorneys, are hereby authorized and empowered to sell the Mortgaged Property at auction for cash in Shelby County, Alabama, first having given notice thereof for three weeks by publication once a week in any newspaper then published in said City, and to make, execute and deliver proper conveyance to the Purchaser. In the event of such sale, the Mortgagee, its successors and assigns, agents and attorneys, are hereby authorized and empowered to purchase the Mortgaged Property, the same as if they were strangers to this conveyance; and the auctioneer or person making the sale is hereby empowered and directed to make, execute and deliver a deed to the purchaser in the Mortgagor's name.

(iv) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the applicable jurisdiction, including but not limited to:

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(1) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(2) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(3) Require Mortgagor to assemble the Personal Property or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Personal Property to Mortgagee, or an agent or representative designated by it. Mortgagee and its agents and representatives shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(4) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale;

(5) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

(v) If this Note has been purchased by OTR (or its assigns), require the Mortgagor, at Mortgagor's sole expense, if the Mortgagee (in the exercise of reasonable business judgment) determines that the management or maintenance of the Mortgaged Property is unsatisfactory, to employ a managing agent for the Mortgaged Property which agent shall be approved by Mortgagee.

4.03 Appointment of Receiver. If an event of default described in Section 4.01 of this Mortgage shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Mortgaged Property or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in Section 4.02(i) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

4.04 Late Charge. In the event OTR or its assigns shall have purchased the Note, then from and after the date of Purchase, in addition to the remedies provided in this Article IV, if Mortgagor shall fail to make any payment of interest,

principal, fees, sums, charges and amounts due under the Note, this Mortgage or any other Loan Instrument, including payments due on maturity, ~~within five (5) days after receiving verbal notice from Mortgagee that payment has not been received~~, a late charge by way of damages shall be immediately due and payable. Mortgagor recognizes that default by Mortgagor in making the payments herein agreed to be paid when due, will result in the Mortgagee's incurring additional expense in servicing the loan, in loss to the Mortgagee of the use of the money due, and in frustration to the Mortgagee in meeting its loan commitments. Therefore, in the event OTR (or its assigns) shall have then purchased the Note, Mortgagor agrees that from and after the date of Purchase, if for any reason Mortgagor fails to pay the amounts due under the Note, this Mortgage or any other Loan Instrument, when the same are due, Mortgagee shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impracticable to ascertain the extent of such damages. The Mortgagor therefore agrees that a sum equal to five cents (5¢) for each One Dollar (\$1.00) of each payment which becomes delinquent is a reasonable estimate of said damages to the Mortgagee, which sum Mortgagor hereby agrees to pay on demand.

4.05 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee, shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its' absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or preclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

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ARTICLE V
LIMITATION ON CONVEYANCE

Mortgagor understands that in making this loan, Mortgagee is relying to a material extent upon the business expertise and upon the continuing interest which Mortgagor and its general partners will have in the Mortgaged Property for the full term of the loan. Accordingly (except as specifically permitted by the terms hereof), in the event Mortgagor shall, without the prior written consent of Mortgagee, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber all or any portion of or any interest in the Mortgaged Property, then, or at any time thereafter, Mortgagee, at its option, may declare the entire indebtedness evidenced by the Note immediately due and payable. Mortgagee shall have the same option should Mortgagor suffer to exist any non-consensual lien against all or any portion of or any interest in the Mortgaged Property, without causing the same to be removed within thirty (30) days after receipt by Mortgagor of written notice of the existence of such a lien, or within said thirty (30) day period provide security satisfactory to the Mortgagee against such lien. The provisions of this Article V shall apply only after the date of Purchase.

ARTICLE VI
MISCELLANEOUS

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6.01. Prepayment. The Note may not be prepaid during the first five (5) years from the date of the Purchase except in connection with the sale of the Property in compliance with Section 6.03 below. Thereafter, the Note may be prepaid in whole, but not in part without Mortgagee's prior written consent but only if the Fixed Interest, Contingent Interest and Additional Interest (as each is defined in the Note), paid to Mortgagee in connection with such prepayment, provides Mortgagee with a minimum thirteen percent (13%) Internal Rate of Return (as defined in the Note).

6.02. Tender of Payment After Default. Upon any default by Mortgagor during the first five (5) years from and after the date of the Purchase and following the acceleration of maturity of the indebtedness secured hereby, as herein provided, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by the Mortgagor or by anyone on behalf of the Mortgagor, shall constitute an evasion of the prepayment terms of the Note secured hereby and shall be deemed to be a voluntary prepayment thereunder and any such payment will, therefore, include the Additional Interest required under the prepayment privilege,

contained in the Note secured hereby; or if at that time there shall be no prepayment privilege, then such payment will include an additional payment of five percent (5%) of the then unpaid principal balance, in addition to the Additional Interest as provided for in the Note.

6.03. Sale of the Property. The Property may not be sold during the first three years from the date of the Purchase without the prior written approval of Mortgagee, which approval shall be in the sole and absolute discretion of Mortgagee and may be unreasonably withheld. Thereafter, the Property may be sold and the Note prepaid without Mortgagee's prior consent but only if the Fixed Interest, Contingent Interest and the Additional Interest paid to Lender, provides Lender with a minimum thirteen percent (13%) Internal Rate of Return.

6.04 Right of First Refusal. From and after the date of Purchase and thereafter until the indebtedness secured hereby is paid in full, the Mortgagee shall have the right of first refusal to purchase the Mortgaged Property from the Mortgagor if the Mortgagor desires to sell the Mortgaged Property. Therefore, in the event Mortgagor shall receive from a nonaffiliated third party a bona fide written offer for the purchase of the Mortgaged Property and Mortgagor intends to accept such offer, Mortgagor shall deliver a copy of such offer to Mortgagee. Mortgagee shall have the right within thirty (30) days of receipt of such Notice to give Mortgagor notice of its intent to purchase the Mortgaged Property at the same price and upon the same terms and conditions contained in such offer. In the event that Mortgagee gives such Notice, the purchase shall be completed within thirty (30) days thereafter. If Mortgagee does not give written Notice within the thirty day period, then Mortgagor shall be free to complete the sale of the Mortgaged Property within 120 days following the expiration of said thirty (30) day period, upon the terms and conditions in the offer. If the proposed sale is not completed within said 120-day period upon the terms and conditions contained in the offer, then the rights of Mortgagee hereunder shall be fully restored and restated as if such offer had never been made.

6.05 Governing Law. Except to the extent that the laws of the State of Alabama must apply because of the location of the Property in the State of Alabama, this Mortgage until the Expiration Date, shall be governed by and construed in accordance with the laws of the State of North Carolina. From and after the date of Purchase, this Mortgage shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given

effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, charge, discharge or termination is sought.

6.06 Mortgagor Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property and (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other persons might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the applicable jurisdiction pertaining to the rights and remedies of sureties.

6.07 Limitation of Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and the Note and all other instruments securing the Note to contract in strict compliance with applicable usury laws governing the loan evidenced by the Note. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by applicable usury laws governing the loan evidenced by the Note. Mortgagor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest

that may be lawfully charged under the applicable usury laws governing the loan evidenced by the Note and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by such applicable usury laws, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Mortgagor upon such determination.

6.08 Statements by Mortgagor. Mortgagor and Mortgagee, within ten (10) days after being given notice by mail from the other, will furnish to the other a written statement stating the then unpaid principal of and interest on the Note and any other amounts secured by this Mortgage, stating whether any offset or defense then exists against such principal and interest, and stating whether any default then exists under this Mortgage, the Note or any other Loan Instrument. Such statement, in the case of the Mortgagee, may be to the Mortgagee's best knowledge except with respect to the unpaid principal and interest.

6.09 Notices. Whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested, and if to Mortgagor, addressed to the address set forth at the beginning of this Mortgage, with a copy to Robert Holt, Esquire, Holt, Ney, Zatcoff & Wasserman, 100 Galeria Parkway, Suite 600, Atlanta, Georgia 30339, if to Mortgagee, addressed to Wachovia Bank and Trust Company, N.A., P. O. Box 3099, Winston-Salem, North Carolina 27150, Attention: Commercial Mortgage Group, and if to OTR, addressed to OTR, an Ohio general partnership, 275 East Broad Street, Columbus, Ohio 43215, Attention: Investment Department. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

6.10 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

6.11 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt

and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

6.12 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances irrespective of whether said liens, charges or encumbrances are released.

6.13 Construction Loan Mortgage. This Mortgage secures obligations incurred to finance the construction of Improvements on the Property. The Mortgagor covenants and agrees that the funds secured hereby are to be used solely to acquire the Property and in the construction of the Improvements in accordance with the Building Loan Agreement and/or the purchase of the Personal Property. This Mortgage secures the payment of all sums and the performance of all covenants required to be paid, kept or performed by Mortgagor under the Building Loan Agreement. The provisions of this Section 6.09 shall become inoperative from and after the date of Purchase.

6.14 Priority of Mortgage; No Merger. Until cancelled or terminated as provided herein, this Mortgage is and shall forever be maintained as a valid lien on the Mortgaged Property and every portion thereof, prior in time and right to all other liens, charges, encumbrances and security interests therein or thereon, except for those existing at the date hereof. If both the Lessor's and Lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the Lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

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6.15 Limitation of Liability. Notwithstanding any provision of the Note or this Mortgage which may appear to the contrary, in the event OTR or its assigns shall purchase the Note and shall thereafter take any action or proceeding to foreclose this Mortgage or otherwise to enforce the provisions of this Mortgage or the Note, (i) in any action brought to enforce the obligation of Mortgagor to pay the indebtedness evidenced by the Note or to enforce the obligation of Mortgagor to pay or perform any indebtedness or obligation created or arising under this Mortgage, the judgment or decree shall be enforceable against Mortgagor only to the extent of the interest of Mortgagor in the Mortgaged Property and/or any other security from time to time securing the Note, and any such judgment shall not be subject to execution on, nor be a lien on, assets of Mortgagor or any partners of Mortgagor other than their interest in the Mortgaged Property and/or any other security from time to time securing the Note, and (ii) there shall be absolutely no personal liability on the part of the partners, whether general or limited, of Mortgagor with respect to any of the terms, conditions or covenants of this Mortgage, the Note or any other security instrument securing the Note; provided, however, that nothing in this section shall preclude the Mortgagee from foreclosing under this Mortgage, enforcing any of its rights or remedies under the Guaranty referred to in Section 6.21 hereof or proceeding against any other property securing the Loan; and provided further, however, that Mortgagor shall be liable to the full extent any only to the extent of the following:

(i) Any rental income or other income arising with respect to the Mortgaged Property which Mortgagor fails to apply in the manner set forth herein; and

(ii) Any insurance proceeds, condemnation awards or other similar funds or payments attributable to the Mortgaged Property which Mortgagor fails to apply in the manner required by the terms hereof. THE PROVISIONS OF THIS SECTION 6.11 SHALL APPLY ONLY FROM AND AFTER THE DATE OF PURCHASE.

6.16 Status of OTR. In the event OTR shall purchase the Note, the Mortgagor acknowledges that OTR shall not be acting on its own behalf, but on behalf of and for the benefit of The State Teacher's Retirement Board of Ohio ("STRB"). Mortgagor hereby agrees that the Note, this Mortgage and each of the other Loan Instruments shall impose no obligations on OTR, as Mortgagee. Notwithstanding the foregoing, Mortgagor further agrees that the obligations of OTR, as Mortgagee, hereunder or thereunder or with respect hereto or thereto, if any, shall not constitute personal obligations of any of the partners, trustees, officers, employees, agents or representatives of OTR, as Mortgagee, or of STRB and shall not create or involve any claim

against, or personal liability on the part of, any of them, and that Mortgagor will look solely to the assets of STRS for satisfaction of any liability of OTR, as Mortgagee, under or in respect of the Note, this Mortgage and each other loan instrument and will not seek recourse against such partners, trustees, officers, employees, agents or representatives or any of them or any of their personal assets or any assets of OTR, as Mortgagee, for such satisfaction. Mortgagor further understands and agrees that OTR, as Mortgagee, shall assume no liability of any kind under or in connection with the Note, or otherwise, by reason of its acceptance of this Mortgage and the provisions hereof.

6.17 Additional Interest. This Mortgage shall secure all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any provision herein contained or for any other purpose, and all indebtedness, of whatever kind or character, owing or which may hereafter become owing by Mortgagor to Mortgagee. All amounts, charges, costs, expenses and fees which, by the provisions of the Note, this Mortgage or any other Loan Instrument, are payable by Mortgagor, whether to Mortgagee or any other person, and which Mortgagee advances or disburses on Mortgagor's behalf shall, together with the additional interest thereon as provided for herein or therein, be secured by this Mortgage and added to and deemed a part of the indebtedness secured hereby, whether or not the provision which obligates Mortgagor to make any such payments specifically so states.

6.18 Computation of Interest. Any interest required to be paid by Mortgagor to Mortgagee pursuant to the provisions of the Note, this Mortgage or any other Loan Instrument, whether such interest be on the principal sum of the Note or on any other amount, charge, cost, expense or fee which, under Section 6.12 hereof, is to constitute part of the indebtedness secured hereby, shall be computed on the basis of a 360-day year, but shall accrue and be payable for the actual number of days such principal, interest, amount, charge, cost, expense or fee shall remain unpaid. All such accrued and unpaid interest shall be added to and deemed part of the indebtedness evidenced and secured by this Mortgage.

6.19 Cross Collateralization. In the event OTR (or its assigns) purchases the Note and also purchases a note (the "Wood Gardens Note") on similar terms and conditions to Wachovia Bank and Trust Company, N.A. from Crow Wood Gardens Associates, Ltd. in the principal amount of Fourteen Million Eight Hundred Thousand and NO/100 Dollars (\$14,800,000.00) dated as of October 7, 1986, the Mortgaged Property shall also be security for the Wood Gardens Note. In addition, any event of default by the Mortgagor under the Wood Gardens Note, the mortgage or any other loan instrument securing or relating to the

Wood Gardens Note, shall from and after the date of Purchase be an event of default hereunder. Notwithstanding the provisions of this Section, if (a) either the Mortgaged Property (as defined herein) or the "Mortgaged Property" (as defined in the mortgage securing the Wood Gardens Note) is sold in compliance with the terms of the mortgage encumbering such Mortgaged Property, or (b) either the Note or the Wood Gardens Note is paid in accordance with its respective terms, then this Mortgage shall be released as security for the Wood Gardens Note.

6.20 No Partnership or Joint Venture. It is the express intention of the parties that their relationship is that of Mortgagor and Mortgagee. Mortgagee shall not in any way or for any purpose be deemed to be or to have become a partner or a joint venturer or a member of a joint enterprise with Mortgagor in connection with the loan evidenced and secured by this Mortgage.

6.21 Use of Proceeds. Mortgagor warrants that the proceeds of the loan evidenced by the Note will not be used for the purchase of registered equity securities within the purview of Regulation U or Regulation G issued by the Board of Governors of the Federal Reserve System.

6.22. Guaranty. Simultaneously with the Purchase, Mortgagor, Crow-Terwilliger Company; Crow, Terwilliger and Wood, Inc.; and Crow-Terwilliger Partners, Inc. (the "Guarantors") shall execute a guaranty (the "Guaranty") in form and substance acceptable to Mortgagee and its legal counsel guaranteeing the payment of Fixed Interest for the Mortgaged Property to Mortgagee for the first two (2) years of the Note term after the Purchase. Any default under the terms of the Guaranty not cured within any applicable grace or cure period shall be a default hereunder.

6.23. Forbearance Not a Waiver. Failure to accelerate the maturity of all indebtedness secured hereby upon the occurrence of any event of default hereunder, or acceptance of any sum after the same is due, or acceptance of any sum less than the amount then due, or failure to demand strict performance by Mortgagor of the provisions of this Mortgage or any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by law shall not constitute a waiver by Mortgagee of any provision of this Mortgage nor nullify the effect of any previous exercises of any such option to accelerate or other right or remedy.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal as of the day and year first above written.

THE MORTGAGOR HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Mortgagor:

CROW WOOD SPRINGS ASSOCIATES, LTD.
a Georgia
Limited Partnership (Seal)

BY: CTW DEVELOPMENT CORP.,
a Georgia corporation,
General Partner

By: David J. Elwell
Title: VP

Attest:

Holly D. Elmore
Title: asst. Sec.

[CORPORATE SEAL]

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STATE OF GEORGIA)
COUNTY OF COBB)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David J. Elwell, whose name as Vice President of CTW Development Corp., a Georgia corporation, general partner of Crow Wood Springs Associates, Ltd., a Georgia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

Given under my hand and official seal of office this 7th day of October, 1986.

[Notarial Seal]

Deborah Ann McLaughlin
Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Sept. 10, 1988

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EXHIBIT A

LEGAL DESCRIPTION

PHASE I

All that tract or parcel of land being a part of Lot 1-A, Cahaba River Park First Addition as recorded in Map Book 8, Page 62, in the office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

BEGINNING at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 285.00 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 240.00 feet to a point; thence 50°29'05" to the right in a Southeasterly direction a distance of 508.99 feet to the P.C. (point of curve) of a curve to the left having a radius of 377.38 feet and a central angle of 39°05'50"; thence Southeasterly along the arc of said curve a distance of 257.51 feet to a point; thence from the tangent of said curve, turn 64°32'40" to the right to the tangent of a curve to the left having a radius of 75.00 feet and a central angle of 151°29'13"; thence Southeasterly, Easterly and Northeasterly along the arc of said curve a distance of 198.30 feet to a point; thence from the tangent of said curve, turn 67°00'38" to the right and run in a Northeasterly direction a distance of 185.79 feet to the P.C. (point of curve) of a curve to the right having a radius of 197.54 feet and a central angle of 37°15'; thence Northeasterly, Easterly and Southeasterly along the arc of said curve a distance of 128.43 feet to the P.T. (point of tangent) of said curve; thence Southeasterly on the tangent to said curve a distance of 14.52 feet to a point on the Northwesterly right-of-way line of Riverview Road; thence 89°38'40" to the left to the tangent of a curve to the left having a radius of 3779.83 feet and a central angle of 4°09'57"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 274.82 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right-of-way line a distance of 13.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 613.69 feet and a central angle of 17°26'30"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 186.82 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right-of-way line a distance of 157.71 feet to the P.C. (point of curve) of a curve to the right having a radius of 613.69 feet and a central angle of 18°32'30"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 198.59 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right-of-way line a distance of 45.55 feet to the point of intersection of said right-of-way line with the Southwesterly right-of-way line of Old U.S. Highway No. 280; thence 106°40'15" to the left in a Northwesterly direction along the Southwesterly right-of-way line of Old U.S. Highway No. 280 for a distance of 126.72 feet to a point on the North line of the N.E. 1/4 of the N.E. 1/4 of said Section 35; thence west along said 1/4-1/4 section line and along the North line of the N.W. 1/4 of the N.E. 1/4 of said Section 35 for a distance of 1691.00 feet to the POINT OF BEGINNING; being designated Phase I per plat of survey by Walter Schoel Engineering Company dated December 2, 1985, revised December 12, 1985 and last revised August 20, 1986, bearing the seal and certification of Walter Schoel, Jr., Alabama Registration No. 3092.

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EXHIBIT B

List of Permitted Title Exceptions

1. Taxes for the year 1987 and subsequent years.
2. Title to minerals underlying caption lands, including release of damages with mining rights and privileges belonging thereto, as set forth in Deed Book 335, Page 58, in the Probate Office of Shelby County, Alabama.
3. Any part of caption lands that may lie within the right of way of Old U.S. Highway #280, as shown on survey of Walter Schoel, Jr., Reg. No. 3092, dated December 2, 1985, revised December 12, 1985, and last revised June 17, 1986.
4. 10 foot sanitary sewer easement across the easterly side of said property as shown on survey of Walter Schoel, Jr. Reg. No. 3092, dated December 2, 1985, revised December 12, 1985, revised June 17, 1986 and last revised August 20, 1986.
5. Matters shown on that certain survey of the Mortgaged Property prepared by Walter Schoel Engineering Company, dated December 2, 1985, last revised August 20, 1986.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 OCT -8 PM 2:35

Thomas A. Schenck, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		19,275.00
3. Recording Fee		102.50
4. Indexing Fee		1.00
TOTAL		19,378.50