

right to Borrower to collect the same so long as Borrower is not in Default hereunder;

Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has good right to mortgage the same, that the same are unencumbered except for those matters (hereinafter referred to as the "Permitted Encumbrances") expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to the Permitted Encumbrances.

This Mortgage is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Indebtedness"):

(a) The debt evidenced by that certain promissory note (hereinafter "Note") of even date herewith, made by Borrower to the order of Lender in the principal face amount of NINETEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$19,500,000.00), with the final payment being due on or before September 1, 1983 provided, however, in the event that: (i) this Instrument, the Note and the Indebtedness are transferred and assigned to The Citizens and Southern National Bank, a national banking association chartered under the laws of the United States of America ("CSNB"); and (ii) National Investors Life Insurance Company repurchases this instrument and the Indebtedness from CSNB; then, in such event, the maturity date of the Note shall be extended to September 1, 1993; together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by Note;