

2.14 Discontinuance of Proceedings; Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, any such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had occurred or had been taken.

2.15 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

2.16 Sale, Transfer and Encumber Restriction. It shall be a default hereunder, if without Mortgagee's prior written consent, the real property described in Exhibit "A", or any part thereof, is sold, transferred, conveyed or further encumbered in any way, except after the transfer of this Mortgage to Life Insurance Company of Georgia ("Permanent Lender"), Permanent Lender will allow secondary financing in an amount not to exceed \$532,500.00 in the event that the Mortgagor fails to qualify for the Permanent Lender's full loan amount of \$3,550,000.00 at the initial funding. The secondary financing may remain in place until the Permanent Lender's full funding of \$3,550,000.00 has been achieved. However, should the Mortgagor fail to qualify for the Permanent Lender's full funding of \$3,550,000.00 as provided in Permanent Lender's commitment dated April 18, 1983, all secondary financing must be eliminated prior to December 31, 1985. Failure to eliminate any and all secondary financing prior to December 31, 1985 will constitute a default under this Mortgage and Security Agreement.

Permanent Lender hereby agrees to allow the sale of the Mortgaged Premises to and the assumption of this Mortgage by Orchard Park Associates Joint Venture, a General Partnership to be formed in which AmReal Corporation (an affiliate of U. S. Shelter Corporation) and N. Barton Tuck, Jr. will be General Partners and will own together not less than 15% of the partnership. This approval is being given one time and one time only and Permanent Lender is to be notified immediately of the sale and assumption. Said sale and assumption to be accomplished in form to be approved by Permanent Lender's legal department.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

3.01 Heirs, Successors and Assigns Included in Parties. Whenever one of the Parties hereto is named or referred to herein, the heirs, successors and assigns, of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.