

municipal authorities having jurisdiction thereover, and a certificate of approval of the local Board of Fire Underwriters or its equivalent; (ii) advice from Lender's architect that the building and improvements have been completed in accordance with the final plans and specifications and such amendments thereof as have been approved in writing by Lender and Lender's architect; and (iii) evidence that Borrower has filed the notice of completion of the building and improvements necessary to establish commencement of the shortest statutory period for the filing of mechanic's and materialmen's liens, if any.

Lender may disburse a portion or the whole of any advance before it shall become due if Lender believes it advisable to do so, and all amounts so advanced shall be deemed to have been in pursuance of this Agreement and not in modification thereof. The cost of procuring title continuations and surveys in connection with advances to be made hereunder shall be borne by Borrower. All advances are to be made at the office of Lender or at such place as Lender may designate.

5. Unless otherwise expressly provided in the loan commitment previously issued by Lender, the fees (if any) payable to Lender for the procuring and making