

Should the mortgagor decide to develop, subdivide, or otherwise improve part but not all of the mortgaged premises, the mortgagor agrees to do so in the following manner: following initial development, subdivision or improvement of a part of the mortgaged premises, the mortgagor will thereafter develop, subdivide, or improve that part of the mortgaged premises which is adjacent to and contiguous with that part previously developed, subdivided, or otherwise improved; further, the mortgagor will at all times reserve unto the mortgagees a right of way from Phillips Lane to that portion of the mortgaged premises still subject to the lien of this mortgage.

The mortgagees will, at the demand of the mortgagor, effect, execute, and deliver unto the mortgagor instruments of release releasing from the lien of this mortgage such portions of the property encumbered hereby as the mortgagor may require. The mortgagor, to be entitled to the execution of each such release, shall pay to the mortgagees, simultaneously with the receipt of each such release, an amount equal to Three Thousand Four Hundred and 10/100 (\$3,400.00) Dollars multiplied by the number of acres to be released. The mortgagees further agree that he will permit the mortgagor to apply on the release price of any lot that portion of any required payment under the note and mortgage, which will be applied to principal, provided that at the time the required principal payment is applied on the release price, all payments becoming due under said note secured by this mortgage shall have been made.

This mortgage having been given and accepted in contemplation of the fact that the mortgagor may decide to develop the property by building or by causing to be built houses or other improvements thereon, and that in connection with any such building it will become necessary for the within mortgage to be subordinated to mortgages which evidence and secure temporary financing, the mortgagees shall, at the request of the mortgagor and subject to the provisions hereof, subordinate the lien of this mortgage to temporary construction loan mortgages and execute appropriate instruments evidencing such subordination, without payment of release amounts by the mortgagor.

The mortgagor will not be entitled to require subordination of the within mortgage to a temporary construction loan mortgage unless, at the time of requiring such subordination, the mortgagor affords the mortgagees evidence of the fact that the mortgagor has a commitment for a permanent mortgage loan against the lot or lots covered by the temporary construction loan mortgage to which the mortgagor is then requiring the mortgagees to subordinate the lien of this mortgage. Such commitment must show that the lender has agreed to make the loan and close the mortgage loan transaction when the building on the property has been completed and the sale of it to a purchaser has been consummated and closed.

When a construction loan is paid off and a lot is released from the lien of the construction loan mortgage, then, simultaneously with the closing of the permanent mortgage loan, the mortgagees will release the lot from the lien of this mortgage (if it shall not have been theretofore released) upon payment of the release amount computed in accordance with the provisions of this mortgage.

The mortgagees will subordinate the lien of this mortgage to easements for public utilities which the mortgagor may execute or grant to public or quasi-public service companies in connection with the use or development of the property.