

assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

15. That in the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collection of taxes so as to affect adversely the Mortgagee, the Mortgagor will promptly pay any such tax; if the Mortgagor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment, then the entire balance of the principal sum secured by this mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of the Mortgagee;

16. At the option of the Mortgagee, the Mortgagor agrees to furnish to the Mortgagee, as soon as available, but in no event more than ninety (90) days after the end of each of its fiscal years, a copy of its current financial statements.

17. In the event that the mortgaged premises or any part thereof be encumbered, sold, conveyed or transferred, or in the event that either legal or equitable title shall vest in any persons other than the Mortgagor for any reason whatsoever, the indebtedness, pursuant to the mortgage and the note or notes that it secures, shall become due and payable forthwith at the option of the Mortgagee, without further notice. Mortgagor reserves, however, the right to seek the approval of the Mortgagee of such encumbrance, sale, conveyance or transfer, such approval not to be unreasonably withheld.

18. It is understood and agreed that funds to be advanced upon the Note are to be used in the construction and furnishing of the improvements to be erected on the premises, and said funds shall be advanced in accordance with a certain Construction Loan Agreement made by and between Mortgagor and Mortgagee, and to which Construction Loan Agreement reference is made for all purposes to the same extent