

ARTICLE IV.

First: The Mortgagor shall complete the construction and furnishing of certain improvements to be erected on the premises in accordance with the final working plans and specifications approved by C. Douglas Wilson & Co., said construction will be continuous and without interruption, and should the Mortgagor fail to complete said construction and furnishing as aforesaid or should said construction cease, be interrupted, or abandoned for a period of fifteen days then and in either event, the Mortgagee may at its option, declare the entire principal sum of the note, or so much thereof as shall have been advanced to the Mortgagor, with interest thereon as accrued, immediately due and payable.

Second: It is understood and agreed that funds to be advanced upon the note are to be used in the construction and furnishing of the aforesaid 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 the Mortgagor and the Mortgagee, dated as of the date of this mortgage and to which construction loan agreement reference is made for all purposes to the same extent and effect as if fully set forth herein and made a part of this mortgage; and upon the failure of the Mortgagor to keep and perform all of the covenants, conditions and agreement of said construction loan agreement, then the Mortgagee may, at its option, declare the entire principal sum of the note, or so much thereof as shall have been advanced to the Mortgagor, with interest thereon as accrued, immediately due and payable, notwithstanding anything herein to the contrary.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to the Presents, that if the said Mortgagor, does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors and assigns, the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his (its) hand and seal this the 24th day of July, 1974.

Signed, sealed and delivered in the presence of:

Sandra L. Newton
Thomas M. G. [Signature]

Redmond-Huguenin Enterprises, a limited partnership

By: William G. Redmond (L.S.)
William G. Redmond, a general partner

By: James W. Redmond (L.S.)
James W. Redmond, a general partner

By: Thomas B. Huguenin (L.S.)
Thomas B. Huguenin, a general partner

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