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2.11 Good Faith Reliance by Lender. Lender shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by it to be genuine and to have been signed by the party or parties purporting to sign the same. The Lender shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistake of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

ARTICLE III

3.01 Successors and Assigns included in Parties. Whenever in this indenture one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Borrower or by or on behalf of the Lender shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. All covenants and agreements of the Borrower shall bind all parties constituting the Borrower jointly and severally.

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

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained operates or would prospectively operate to invalidate this indenture in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this indenture shall remain operative and in full force and effect.

3.04 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE IV

4.01 Building Loan Agreement. It is understood and agreed that funds to be advanced under the Note are to be used in the construction of improvements to be erected on the premises as required by the Building Loan Agreement of even date herewith between Borrower and Lender, and said funds shall be advanced in accordance with said Building Loan Agreement, to which Building Loan Agreement reference is made for all purposes to the same extent and effect as if the same were fully set forth herein and made a part of this indenture; and upon the failure of the Borrower to keep and perform all of the covenants, conditions and agreements of said Building Loan Agreement, then the Lender may, at its option, declare the entire principal sum of the Note, or so much thereof as shall have been advanced to the Borrower, with interest thereon as accrued, immediately due and payable, notwithstanding anything herein to the contrary. Borrower further covenants and agrees that any breach of the provisions of this paragraph 4.01 shall constitute a default by Borrower under the terms of this instrument and of the Note.

4.02 Transfer or Conveyance. Borrower covenants and agrees that, in the event that Borrower shall voluntarily or involuntarily sell, transfer, dispose of or further encumber or agree to sell, transfer, dispose of or further encumber all or any portion or any interest in the premises or in the event Borrower is divested of any interest in said property or any part thereof

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