

(e) The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of the Lender; or

(f) Any claim of priority to this Mortgage, by title, lien or otherwise is asserted in any legal or equitable proceeding, excluding, however, only those certain purchase money mortgages from Borrower in favor of Paul A. Fleury, et al., and T. Walter Brashier encumbering Tract II and Tract III respectively of the Premises; or

(g) Failure by the Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

(h) Failure by the Borrower duly to observe or perform any term, covenant, condition or agreement in the Construction Loan Agreement, Assignment of Lessor's Interest in Leases, the Loan Documents, as that term is defined in the Construction Loan Agreement, or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or this Mortgage or the Indebtedness; or

(i) The Borrower is dissolved or partitioned; or

(j) Failure of the Conversion Date to occur; or

(k) Should any event occur under any instrument, deed, mortgage, or agreement, given or made by Borrower to or with any third party, which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect the Borrower's ability to pay when due any amounts owed to Lender; or

(l) Should the Borrower violate any provision of the Lease as defined in that certain Assignment of Lessor's Interest in Lease by the Borrower in favor of the Lender of even date with respect to the Premises; or

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