Mortgage or in the Note, or in any other instrument securing the loan evidenced by such Note, upon an Event of Default unless cured in accordance with the terms of the Loan Agreement hereinafter referred to, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder. immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage in the event of a breach by Mortgagor of any covenant contained in this Mortgage, the Note, or in the Loan Agreement between Mortgagor and Mortgagee, which Loan Agreement is, by this reference, herein incorporated to the same extent and effect as though it were set forth herein in full. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement from time to time shall be secured hereby. In the event of any conflict between the provisions of this Mortgage and those of the Loan Agreement, the Loan Agreement shall prevail.

- Property is comprised of more than one parcel of real property. Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Mortgaged Property prior to the foreclosure or exercise of said remedies against other portions of the Mortgaged Property.
- inducement to Mortgagee to make the loan evidenced by the Note, Mortgagor may have caused certain other persons, firms or corporations to enter into certain guaranty agreements with Mortgagee pertaining to the financing and payment for construction of improvements on the Land. In such event, Mortgagor covenants and agrees that such persons, firms or corporations shall fully perform, comply with and abide by such agreements. It is further understood and agreed by Mortgagor that such representation and agreements by the other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of Mortgagor.
- 4.04 <u>Partial Release</u>. In the event no default exists under the provisions of the Note, this Mortgage, or the Loan Agreement, Mortgagee shall make partial releases in accordance with the terms of the Loan Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Walter Brashier