- 41. It is further covenanted and agreed by the parties hereto that this Martgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgages herein or its successors or assigns, to and for the benefit of the Mortgagor, its heirs, personal representatives, or assigns, within ten years from the date hereof or the maximum period of time permitted by the laws of the state in which the Martgaged Property is located, whichever is the lesser, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or intrease from time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum permitted by the laws of the state in which the Mortgaged Property is located or \$.1.850.000.00 (whichever is the lesser if a specific amount is specified), together with its rest thereon and any and all disbursoments made by the Mortgages for the payment of taxes, levies, or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorney's fees and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly aptional with the Mortgagee, and the same shall bear interest at the same rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.
- 42. This Mortgage is made pursuant to a construction and/or development Loan Agreement (herein called "Loan Agree ment") between Mortgager and Martgagee or Its assigns, a fully executed copy of which is maintained at the office of the Mortgagee or its assigns, and this Mortgage is subject to all of the provisions of such Loan Agreement, all of which are incorporated herein by reference as though set forth herein. Mortgagor will permit no default in said Loan Agreement; any default by Mortgagor under said Loan Agreement shall be considered on Event of Default under this Mortgage. Mortgagor covenants and agrees to complete the construction and/or development of the Improvements upon the Mortgaged Property according to plans and specifications heretofore approved by the Mortgagee with due diligence, and fully pay for same.

## 43. Other provisions:

SEE RIDER ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF FOR OTHER PROVISIONS.

IN WITNESS WHEREOF, the Mortgagor has executed these presents under seal the day and year first above written

Signed, sealed and delivered in the presence of: Mortgagor: (If Corporation) WALTER KASSUBA REALTY CORPORATION, a Wisc. That I thouse (SEAL) (SEAL) STATE OF CKNOWLEDGMENT COUNTY OF I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, and respectively as President and WALTER KASSUBA REALTY CORPORATION corporation, to me well known to be the persons described in and who executed the foregoing instrument and they duly acknowle edged before me that acting under due corporate authority they executed the same and impressed the corporate seal for the purposes therein expressed as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at said County and State, this , 19 72 . My Commission expires STATE OF INDIVIDUAL ACKNOWLEDGMENT COUNTY OF I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged executed the same.

Notary Public, State Aforesaid

, 19

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at

said County and State, this

My Commission expires: