

and junior to the mortgage(s) securing said development loan(s) up to, but not to exceed in the aggregate, Three Hundred Thousand and no/100 (\$300,000.00) Dollars and this subordination agreement shall be automatically effective when said development mortgage loan(s) is made without the necessity of the execution of any further instrument by the mortgagee. The mortgagors agree that the entire proceeds of such loan(s) shall be expended for the development and improvement of the within mortgaged premises.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, Fred H. Hudson, his heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.