

ARTICLE IV

Borrower and Lowndes covenant and agree that:

First: Notwithstanding anything to the contrary contained in this mortgage or in the note secured hereby, or in any other instrument securing the loan evidenced by said note, the 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 in the event of a breach by the Borrower of any covenant contained in this mortgage, the note secured hereby, or in that certain construction loan agreement between the Borrower and the Mortgagee, dated of even date herewith, which said construction loan agreement is by reference thereto herein incorporated to the same extent and effect as though said construction loan agreement were set forth herein in full.

Second: In the event they shall fail to comply with all the terms, conditions and requirements of the hereinafter described agreements, which agreements are referred in said construction loan agreement prior to June 10, 1972, then in that event the entire principal sum that has been disbursed by Mortgagee on account of the note secured by this mortgage less any accounts that may have been repaid by the Borrower, shall then become due and payable, with all accrued interest thereon, at the option of the Mortgagee.

(a) First Mortgage Loan Commitment dated October 14, 1970, between Borrower and Lowndes and John Hancock Mutual Life Insurance Company, a Massachusetts corporation, wherein the latter party agreed, upon the terms and conditions therein contained, to disburse a permanent mortgage loan in the amount of One Million Seven Hundred Nine Thousand and No/100 Dollars (\$1,709,000.00).

(b) Letter Agreement dated October 14, 1970, between Borrower and Lowndes and J. H. Realty Development Corp., a Delaware corporation, wherein the latter party agreed, upon the terms and conditions therein contained to purchase an undivided one-half interest in the mortgaged property for One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00); or such lesser or greater amount as therein provided.

(c) Land Purchase and Lease Agreement dated October 14, 1970, between Borrower and Lowndes and John Hancock Mutual Life Insurance Company, a Massachusetts corporation, wherein the latter party agreed, upon the terms and conditions therein contained to purchase the premises herein described for One Hundred Fifty-one Thousand and No/100 Dollars (\$151,000.00), and to lease said premises to grantor upon the terms and conditions therein provided.

Third: As a part of the inducement to the Mortgagee to make the loan evidenced by the obligation secured hereby, the Borrower has caused certain other persons, natural and corporate, to enter into certain agreements with the Mortgagee pertaining to the financing and payment for construction of improvements on the property herein described; and the Borrower covenants and agrees that such persons shall fully perform, comply with and abide by such agreements. It is further understood and agreed by the Borrower that such representations and agreements by said other persons shall constitute for the purpose of its obligations hereunder, covenants on behalf of the Borrower.

Fourth: In the event of abandonment of work upon the construction of said improvements to be erected upon the mortgaged property for a period of fifteen (15) days, the Mortgagee may at its option enter into and upon the mortgaged property and complete the construction of the improvements. Mortgagee is hereby granted full power and authority to make such entry and to enter into such contracts or arrangements that may be considered