

CONSTRUCTION AND/OR DEVELOPMENT LOAN AGREEMENT

WICHA, BURGESS, FREEMAN  
P. O. BOX 40201

BOOK 1242 PAGE 277

THIS AGREEMENT, made this 16th day of July, 1972, between (name and Address):  
WALTER KASSUBA REALTY CORPORATION, a Wisc. corporation

hereinafter called the Mortgagor (meaning also the Trustor under a Deed of Trust), or Borrower, and (Name and Address):

JACK R. COURSHON, as Nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts Business Trust, with power to satisfy, discharge, release, foreclose, assign and/or transfer the within Construction and/or Development Loan Agreement, and to execute deeds of conveyance and deed restrictions, and to designate a substitute nominee in his stead.

hereinafter called the Mortgagee (meaning also the Beneficiary under a Deed of Trust), or Lender.

WITNESSETH:

WHEREAS, the Mortgagor is the owner and holder of the fee simple title to the following described lands, situate, lying and being in the County of Greenville, State of South Carolina, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF FOR LEGAL DESCRIPTION.

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FILED  
GREENVILLE CO. S.C.  
JUL 20 1972

WHEREAS, the Mortgagor has applied to the Lender for a First Mortgage (meaning also Deed of Trust) Loan encumbering the above described property, the proceeds of which are intended to be used to pay for the development of said property into approved building sites, including, where applicable, streets, curbs, grading of lots, storm drainage, utilities and other requirements, as set forth in the FHA or VA Subdivision Letter (if any) applicable to said property, and/or other zoning and subdivision requirements of the political subdivisions under which said property is regulated, and/or for the construction of certain buildings and improvements upon the above described land, all in accordance with plans and specifications submitted to and approved by the Lender, and

WHEREAS, the Lender has signified its intention and willingness to make such a loan, provided that the proceeds thereof shall be held by it and disbursed in strict accordance with the terms of this Agreement so that its mortgage will be a valid and secured first lien against the above-described property and the improvements to be built thereon, and not otherwise

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by each of the parties, hereto by the others, the receipt whereof is hereby acknowledged, the parties agree as follows:

1 The Mortgagor agrees to take and the Lender agrees to make (subject, among other things, to this Agreement) a land development and/or construction first mortgage loan (hereinafter sometimes called "Development and/or Construction Loan" or "Loan"), in accordance with the provisions of a Commitment Letter issued under date of 1/21/72, amended 3/30 & 4/11/72 from First Mortgage Advisory Corporation, Investment Advisor to First Mortgage Investors to Walter Kassuba Realty Corporation outlining the terms and conditions under which this loan will be made, and Lender and Mortgagor mutually agree that the Commitment Letter in its entirety shall be made a part of this Agreement, and that all terms and conditions of the Commitment Letter are hereby incorporated into this Agreement by reference. The loan shall be in the principal sum of \$ 2,850,000.00----- or so much thereof as may be advanced at the times and in the manner hereinafter set forth; said loan being evidenced by one or more promissory notes of even date herewith, aggregating the aforementioned principal sum, bearing interest as therein provided, executed by the Mortgagor and payable to the Lender or order, and secured by a mortgage of even date herewith, which shall constitute a valid first lien on the aforesaid real property, together with all improvements to be erected thereon, which said note and mortgage the Mortgagor has executed and delivered to the Lender, simultaneously with the execution and delivery of this Agreement.

2 The Mortgagor covenants, warrants, and agrees as follows:

(a) Walter Kassuba Realty Corporation is the owner and holder of a firm purchase commitment for permanent mortgage financing of the Mortgaged Property dated 1/21/72 issued by First Mortgage Advisory Corporation, Investment Advisor to FMI as Long Term Lender, which provides the terms and conditions on which the Long Term Lender will make a first mortgage loan to Mortgagor, which is at least in the amount of the Construction and/or Development Loan to be secured by the mortgage covering the Premises. Mortgagor warrants that said commitment has not been amended, modified or terminated and is in full force and effect, and Mortgagor has done all things required to be done as of the date of this Agreement to keep unimpaired the rights of Mortgagor under said commitment.

(b) Mortgagor agrees to develop said property and to construct on the premises, and equip, the improvement (meaning any development work or the construction of any building and improvements) subject to and in strict accordance with the plans and specifications, (which plans and specifications together with any addenda thereto and modification thereof shall be submitted to and approved in writing by Lender, the General Contractor (hereinafter called "Contractor"), if any, erecting the improvement, the surety or indemnitor (hereinafter called Surety), if any, guaranteeing or insuring completion of the Improvement and/or performance of any development and/or construction contract in respect of the Improvement, any institution (other than Lender) which has issued its firm purchase commitment for permanent mortgage financing of the Mortgaged Property (hereinafter called Long Term Lender), and all governmental authorities having jurisdiction of the Mortgaged Property (such plans and specifications and addenda as modified and approved as aforesaid being hereinafter called "Plans and Specifications"). Compliance with the provisions of this paragraph or with any other provisions of this Agreement relating to the construction and/or development and completion of the Improvements shall be established by certificates of the firm of FRI CONSTRUCTION SERVICES CORPORATION (hereinafter called Supervising Engineer). The Plans and Specifications, which upon