

or amendments of such final plans and specifications shall be made without first obtaining the written approval of Lender and Lender's architect. Before the making of the first advance hereunder, Borrower shall file such plans and specifications with, and obtain the necessary approvals, authorizations and permits from, all governmental authorities having jurisdiction over the Premises and construction thereon.

3. Borrower, at the time of the execution of this Agreement, shall pay all fees and charges agreed to be paid to the Lender for the procuring and making of said loan, the fees and disbursements of Lender's counsel, the charges for the examination, survey and insurance of title to the Premises, and all taxes and recording expenses, including stamp taxes, if any.

4. The loan shall be advanced substantially in accordance with the Schedule of Advances annexed hereto as Schedule C, it being a condition precedent to each advance:

(a) that Lender shall have received a written request at least 10 days prior to the date when the advance is to be made payable;

(b) that a title continuation shall have been made by the title company insuring the mortgage interest of the Lender, showing Borrower's title to the Premises to be free and clear of all defects and encumbrances except as may have been approved by Lender and Lender's counsel;