

of this loan shall not cover or include the fees and charges of Lender's architect for reviewing the plans and specifications and making the inspections and certifications prerequisite to the disbursement of any advances hereunder, and such fees and charges of Lender's architect shall be the responsibility of Borrower and shall be paid at the time of the execution of this Agreement.

6. Borrower shall furnish to Lender, contemporaneously with the execution hereof, premiums prepaid or Lender may procure at the expense of Borrower, insurance policies with companies, in form and substance satisfactory to Lender, insuring the Premises and the building and improvements thereon or to be erected thereon, against loss or damage by fire and such other hazards as may be required by Lender.

7. In Lender's sole discretion and at its selection, Lender may require an opinion of counsel, licensed in the State or Commonwealth wherein the Premises are located and this fee shall be paid by Borrower, for an opinion to the effect that (a) upon due authorization and execution by the parties hereto and upon such recording and filing thereof as may be specified in the opinion, this Agreement and the Note and Mortgage to be executed by Borrower will be legal, valid and binding instruments, enforceable against the makers thereof in accordance with their respective terms; (b) the Mortgage creates the lien it purports to make on the mortgaged premises as defined therein,