

transfer shall not be required for the sale of individual lots together with the applicable appurtenant interest, if Mortgagor pays to Mortgagee at the time of such conveyance the release price pursuant to paragraph 9 of this Mortgage.

15. **OTHER LIENS.** Mortgagor will not, without the prior written consent of Mortgagee, create or permit to be created any mortgage, lien, security interest, lease, or other encumbrance upon the Mortgaged Property, whether prior or subordinate to the lien of this Mortgage, except for (1) easements and restrictions of record as of the date of this Mortgage; (2) liens for taxes not yet due and payable; and (3) any lien for judgment rendered against Mortgagor which is discharged or effectively stayed within fifteen (15) days after the date of enrollment.

16. **PROTECTION OF SECURITY.** If Mortgagor fails to perform the covenants and agreements set forth herein, or if any action or proceeding is commenced which affects the Mortgaged Property, title thereto, or the interest of the Mortgagee therein, including (but not limited to) eminent domain, insolvency, arrangements, and proceedings in bankruptcy, then Mortgagee at its option may make such appearances, disburse such sums, and take such action as the Mortgagee deems necessary to protect its interests, including (but not limited to) payment of reasonable attorneys' fees and entry upon the Mortgaged Property to make repairs or to complete the construction of improvements covered by the Land Development Loan Agreement executed simultaneously herewith. Any amounts disbursed by the Mortgagee pursuant to this paragraph shall be payable upon demand and until paid shall be added to the principal indebtedness, shall bear interest from the date of disbursement at the same rate as the principal indebtedness, and shall be secured by this Mortgage.