

ARTICLE IV.

First: The provisions contained in this Article IV shall be null and void upon assignment of this mortgage and security agreement to C. Douglas Wilson & Co. or Metropolitan Life Insurance Company, but until such assignment shall be filed for record in the Office of the Clerk of Court or the Office of the Register of Mesne Conveyance in the County wherein the premises are situate, the provisions of this Article IV shall be in full force and effect and shall prevail over other provisions contained in this mortgage and security agreement in the event of a default.

Second: The Mortgagor shall complete the construction and furnishing of certain improvements to be erected on the premises in accordance with the final working plans and specifications approved by C. Douglas Wilson & Co. or Metropolitan Life Insurance Company, said construction will be continuous and without interruption, and should the Mortgagor fail to complete said construction and furnishing as aforesaid or should said construction cease, be interrupted, or abandoned for a period of fifteen days then and in either event, the Mortgagee may at its option, declare the entire principal sum of the note, or so much thereof as shall have been advanced to the Mortgagor, with interest thereon as accrued, immediately due and payable. Borrower shall not be held in default for work stoppages due to causes beyond its control.

Third: It is understood and agreed that funds to be advanced upon the note are to be used in the construction and furnishing of the aforesaid improvements to be erected on the premises, and said funds shall be advanced in accordance with a certain construction loan agreement made by and between the Mortgagor and the Mortgagee, dated as of the date of this mortgage and to which construction loan agreement reference is made for all purposes to the same extent and effect as if fully set forth herein and made a part of this mortgage; and upon the failure of the Mortgagor to keep and perform all of the covenants, conditions and agreements of said construction loan agreement, then the Mortgagee may, at its option, declare the entire principal sum of the note, or so much thereof as shall have been advanced to the Mortgagor, with interest thereon as accrued, immediately due and payable, notwithstanding anything herein to the contrary.

ARTICLE V.

First: The provisions contained in this Article V shall be effective when the assignment and transfer of this mortgage and security agreement to C. Douglas Wilson & Co. or Metropolitan Life Insurance Company is filed for record in the Office of the Clerk of Court or in the Office of the Register of Mesne Conveyance for the County in which the premises are located and upon such filing of assignment and transfer, the provisions of this Article V shall be in full force and effect.

Second: In the event of a default hereunder or under the note by reason of which the Mortgagee accelerates maturity of the indebtedness evidenced by the note and brings any action or proceedings on this mortgage and security agreement no deficiency or other personal judgment shall be sought or claimed against the Mortgagor or the Mortgagor's heirs, successors or assigns.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor, does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his(its) hand and seal on this the FIFTH day of October, 1973.

Signed, Sealed and Delivered in the presence of:

Roberta A. Nielsen  
Russell E. Hunt

MARTIN K. EBY CONSTRUCTION CO., INC.  
By: James R. G... (U.S.)  
Title Vice President  
And: Charles E. ... (U.S.)  
Title Secretary

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