

ARTICLE FOUR

LENDING PROVISIONS

4.01 Disbursement of Proceeds. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the Contract. All advances and indebtedness arising and accruing under the Contract from time to time shall be secured hereby.

4.02 Partial Foreclosure. In the event the Mortgaged Property is comprised of more than one parcel of real property, Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Mortgaged Property prior to the foreclosure or exercise such remedies against other portions of the Mortgaged Property.

4.03 Covenants of Guarantors. As a part of the inducements to Mortgagee to make or not terminate the loan evidenced by the Contract, Mortgagor may cause or have caused certain other persons or entities to enter into certain guaranty agreements with Mortgagee pertaining to the financing and payment for construction of Improvements. In such event, Mortgagor covenants and agrees that such persons or entities shall fully perform, comply with, and abide by such agreements. Mortgagor further agrees that all warranties, representations, and agreements by the other persons or entities shall constitute, for the purpose of its obligations hereunder, warranties, representations, and covenants on behalf of Mortgagor.