

12. That the Mortgagee shall have the right to enter and inspect the mortgaged premises at all reasonable times.

13. That the enactment of any new statute or law by any governmental agency or body, or the legal interpretation of any existing statute or law, that in the judgment of the Mortgagee materially interferes with the mortgaged premises or with the operation of the business in which the Mortgagor is engaged, shall, at the option of the Mortgagor, constitute a default hereunder.

14. That the Mortgagor will execute and deliver to the Mortgagee, on demand, any instrument or instruments necessary to reaffirm, to correct and to perfect the lien of the Mortgagee to the mortgaged premises.

15. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

16. If no default exists in the terms and conditions of the within Mortgage, the Mortgagee will release from the lien of said Mortgage portions of the Mortgaged Premises upon payment to the Mortgagee of 90% of the gross sales price, but in no event less than \$50,000.00 per acre. The Mortgagee will consider such release upon receipt of a current plat of survey of the premises to be released, along with the request for said release, and such release will not be unreasonably withheld, provided all the terms and conditions set forth above are complied with.

17. All terms and conditions of the Commitment Letter from the Mortgagee to Mortgagor, dated June 29, 1983, are incorporated herein by reference and in the event of any inconsistency between this Mortgage and the aforesaid Commitment Letter, the terms and conditions of the Commitment Letter shall control.

0199

4328 (W-3)