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22. The Mortgagor covenants and agrees that it will begin construction of Improvements not later than a date realistic with facts, *Sept 15* 1972; will continually prosecute the work and will complete said Improvements on or before *Feb. 28* 1972, and that the funds to be advanced herein are to be solely in the construction of said improvements, in accordance with a Building Loan Agreement between the Mortgagor and the Mortgagee, dated the *24* day of *August*, 1974, which Building Loan Agreement is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage.

This Mortgage shall inure to and bind the successors and assigns of the parties hereto.

Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

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 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.

WITNESS the hands of Frank Ewing and J. R. Hungiville, partners of Ewing-Hungiville, a General Partnership, Mortgagor, this *24* day of August, 1972, in the one hundred and ninety-seventh year of the Sovereignty and Independence of the United States of America.

WITNESS:

EWING-HUNGIVILLE, A GENERAL PARTNERSHIP

Zelle B. Bunnick

By: *[Signature]*
Frank Ewing, Partner

[Signature]

[Signature]
J. R. Hungiville, Partner