

**"Default"** means an Event of Default under any of the Financing Documents (other than an Event of Default referred to in Section 7.01(f), 7.01(g), and 7.01(h) of the Loan Agreement) or the occurrence of any event or condition which, with the lapse of time or the giving of notice, or both, would become such an Event of Default.

**"Developer"** means Greenville-Oxford Associates Limited Partnership, a Maryland limited partnership, or the Person or Persons who shall succeed to the legal or beneficial ownership of all or any part of the Project in accordance with the provisions of the Commitment and the Loan Agreement.

**"First Collateral Assignment of Leases and Rents"** means the Collateral Assignment of Leases and Rents dated as of October 1, 1984, from the Developer to the Trustee and the Surety.

**"First Secured Note"** means the form of promissory note attached hereto as Exhibit A, as executed and delivered by the Developer.

**"First Security Agreement"** means the Security Agreement dated as of October 1, 1984, from the Developer to the Trustee and the Surety, as amended and supplemented.

**"Guaranty Agreement"** means the Guaranty Agreement dated as of October 1, 1984, executed by Oxford Development Corporation, an Indiana corporation, and Oxford Construction Services, Inc., an Indiana corporation.

**"Guarantors"** means Oxford Development Corporation, an Indiana corporation, and Oxford Construction Services, Inc., an Indiana corporation.

**"Indenture"** means the Bond Resolution adopted by the Authority on October 26, 1984, and accepted by the Trustee, as amended and supplemented.

**"Lien" or "lien"** means any interest in the Project or any part thereof or any right therein, including without limitation any rents, issues, profits, proceeds and revenues therefrom, securing an obligation owed to, or claimed by, any Person, whether such interest is based on the common law, statute or contract, and including but not limited to the lien and security interest arising from a mortgage, deed of trust, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes; and the term "Lien" shall also include any and all reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project or any part thereof or any interest therein.

**"Loan Agreement"** means the Loan Agreement dated as of October 1, 1984, between the Authority and the Developer, as amended and supplemented.

**"Loan Documents"** means the Loan Agreement, the First Secured Note, this Mortgage, the First Security Agreement, the First Collateral Assignment of Leases and Rents and all other documents and instruments executed and delivered by the Developer to evidence and secure the indebtedness of the Developer with respect to the loan of the Bond proceeds for the Project in accordance with the Loan Agreement, as such documents, instruments and agreements may be amended and supplemented from time to time.