

or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment or would penalize the Mortgagee if the Mortgagor makes such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Mortgagee.

(b) The Mortgagor will pay, before the same becomes delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Mortgaged Property or any part of parts thereof and all utility charges, whether public or private; and upon demand will furnish the Mortgagee receipted bills evidencing such payment.

(c) The Mortgagor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of this Mortgage to be created or to remain outstanding upon the Mortgaged Property or any part thereof.

SECOND: LOAN AGREEMENT. This Mortgage and the accompanying Note are made pursuant to the Loan Agreement with reference to construction of certain improvements on the Mortgaged Property and the advance, pursuant to a schedule agreed upon by the parties, of sums evidenced by the Note in payment for labor and materials incorporated into the work, and associated costs, upon terms and conditions therein set forth. Advances under the Loan

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