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posed litigation; and all reasonable sums expended as costs in connection therewith or advanced by the mortgagee shall be repaid by mortgagors upon demand or as may be expressly agreed upon by the mortgagee, and, if such sums, with interest thereon at the then current contract interest rate, be not paid by mortgagors, the mortgagee may declare all of the indebtedness, including all such sums, immediately due and collectible, or, at the mortgagee's option, such sums shall become so much addition indebtedness secured by this mortgage, which shall be a lien to said additional extent on the premises hereinabove described prior to any right, title, or interest attaching or accruing subsequent to the lien hereof, and such indebtedness shall be paid under the provisions of the promissory note secured hereby and any subsequent modification agreements.

Mortgagors also agree to pay all costs, charges, and expenses reasonably incurred or paid at any time by mortgagee, including abstract expenses, because of the failure of mortgagors to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

The mortgagors further agree that development of the aforesaid and described real property in accordance with the loan agreement shall be commenced not more than six (6) months after the date hereof; and the loan secured hereby shall be in default in the event such development has not been commenced on or before the expiration of such six (6) month period.

The parties hereof agree that, except as may be otherwise herein provided, a partial release of this mortgage will be requested and given in accordance with the terms of the loan agreement heretofore identified, and which agreement is by reference incorporated herein and made a part hereof.

The mortgagors herein, being a corporation, hereby expressly waive all rights to a period of redemption in any action to foreclose under the terms of this instrument as said rights may now exist by law or may hereafter exist by law.