

(ii) A transfer by SWS International, Inc. of a fifty (50%) ownership interest in the Premises within thirty (30) days after the date of this Mortgage to Julian LeCraw, Roy LeCraw, and Julia LeCraw in such shares as to then make their respective interests in the Premises thirty-eight and one-half (38 1/2%) per cent, one and one-half (1 1/2%) per cent, and ten (10%) per cent;

(iii) Any transfer of interests in the Premises between and among Julian LeCraw, McFadden-Kendrick, Inc., Frederick D. Deeb, Joseph J. Rodriguez and J. William Lovelace, provided that the combined interests in the Premises of Roy LeCraw and Julia LeCraw shall not exceed eleven and one-half (11 1/2) per cent, and further provided that the interest of Julian LeCraw shall not be less than thirty-eight and one-half (38 1/2%) per cent; or

(iv) Any transfer by any party owning an interest in the Premises to any third party, provided that the interest of Julian LeCraw shall not be less than thirty-eight and one-half (38 1/2%) percent.

d. In the event ownership of the Premises, or any part thereof, becomes vested in a person or persons other than Mortgagor, without the prior written approval of Mortgagee, the Mortgagee may, without notice to the Mortgagor, waive such default and deal with such successor or successors in interest with reference to this Mortgage, and the Note in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting the liability of Mortgagor hereunder, or for the Mortgage indebtedness hereby secured. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Mortgage indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the original liability of Mortgagor herein, either in whole or in part, nor shall the full force and effect of this lien be altered thereby. Any deed conveying the Premises, or any part thereof, shall provide that the grantee thereunder assume all of the grantor's obligations under this Mortgage, the Note and all other instruments or agreements evidencing or securing the repayment of the Mortgage indebtedness. In the event such deed shall not contain such assumption, Mortgagee shall have all rights reserved to it hereunder in the event of a default or if Mortgagee shall not elect to exercise such rights and remedies, the grantee under such deed shall nevertheless be deemed to have assumed such obligations by acquiring the Premises or such portion thereof subject to this Mortgage.

e. Mortgagor shall not voluntarily, involuntarily or by operation of law sell, assign, transfer or otherwise dispose of the Collateral or any interest therein and shall not otherwise do or permit anything to be done or occur that may impair the Collateral as security hereunder except so long as this Mortgage and Security Agreement is not in default, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when absolutely worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises in the conduct of the business of Mortgagor, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value of that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee hereunder shall be the first priority security interest in said Collateral. In the event the Collateral is sold in connection with the sale of the real estate described in Exhibit A, Mortgagor shall require, as a condition of the sale, that the buyer specifically agree to assume Mortgagor's obligations as to the security interest herein granted and to execute whatever agreements and filings deemed necessary by Mortgagee to maintain its perfected security interest in the Collateral.

1.12 Management. The Mortgagor agrees that the Mortgagee shall have and reserves the right to install professional management of the Premises at any time that the Mortgagor is in default under any provision of this Mortgage for a period of forty-five (45) days. Such installation shall be at the sole discretion of the Mortgagee and nothing herein shall obligate the Mortgagee to exercise its right to install professional management. The