

consolidation or otherwise (except by will or pursuant to intestate laws). Any violation of the foregoing limitations, at the option of Mortgagee, shall be deemed an event of default hereunder.

(d) It is expressly understood and agreed that Mortgagee may condition its consent to a transfer of the benefits of the loan evidenced by the Note and secured by the Mortgage upon the fulfillment of certain requirements including, but not limited to, the following: (i) that the proposed purchaser meet Mortgagee's then-existing credit and other standards with respect to similar loans, (ii) that the purchaser specifically assume the obligations to be performed under the Note and this Mortgage, (iii) that fees be paid to Mortgagee at the time of the transfer, (iv) that the interest rate payable under the obligation be increased,\*\* (v) that a new policy of mortgagee's title insurance be obtained, (vi) that new financing statements be filed, (vii) that the proposed purchaser agree to restrictions on further transfers, and (viii) that endorsements to existing policies or new hazard and other insurance policies be obtained.

(e) It is further understood and agreed that Mortgagee shall not consent to (i) any transfer of Less than the entire Mortgaged Premises, or (ii) any transfer in any form, including but not limited to a sale and leaseback, which has the effect of creating additional expense to or charges against the Mortgaged Property. No encumbrance, subordinate mortgage or junior lien may be created without the express written consent of Mortgagee.

\*\*to a rate to be determined by Mortgagee

0.35

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