

rise to any cause of action by the Mortgagor against the Mortgagee.

22. Due on Sale or Encumbrance. (a) The Property shall not be sold, transferred or conveyed, in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, or leased, without, in each instance, the prior written consent of the Mortgagee. Except to the extent permitted by the provisions of this Mortgage, no mortgage, deed of trust, lien or other encumbrance shall be made or filed against or with respect to the Property, without the prior written consent of the Mortgagee. No conditional bill of sale or chattel mortgage shall be made or filed against any Building Equipment without the prior written consent of the Mortgagee. If any such conditional bill of sale, or chattel mortgage is made or filed with or without the Mortgagee's written consent, then after the occurrence of a Default all right, title and interest of the Mortgagor in and to all deposits and payments made thereon are hereby assigned to the Mortgagee.

(b) The Mortgagor shall not enter into a contract to sell, convey, alienate, assign, mortgage, or transfer the Property, or any part thereof or interest therein in any manner, or lease all or substantially all of the Property or the Buildings, whether voluntary or involuntary, or by operation of law or otherwise, unless specifically permitted under this Mortgage.