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Mortgagor, subsequent purchasers of the Mortgaged Premises or any part thereof, or makers or sureties of this Mortgage or of the obligation, under any covenant of this Mortgage or of the obligation, not preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

16. Transfer of Title. It is specifically agreed and understood that Mortgagor shall not have the right to transfer its interest or title in or with respect to the Mortgaged Premises without the prior written approval of Mortgagee, nor shall the interests of the present partners of Mortgagor in this partnership be diminished, liquidated or transferred, except by operation of law. Any violation of this provision shall constitute an event of default under this Mortgage. Mortgagor acknowledges that the consent of Mortgagee to any such action shall not be unreasonably withheld; provided, 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 project involving the Mortgaged Premises.

17. Declaration of No Set-Off. Mortgagor, if requested by Mortgagee, shall certify in writing to Mortgagee the amount of principal, shall certify in writing to Mortgagee the amount of principal, interest and other charges then owing on the mortgage loan secured by this Mortgage and whether there are any set-offs or defenses against it.

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