

the Mortgagor shall default in any covenant to be performed as landlord under any and all leases on the Premises or any part hereof, Mortgagee, at its option, may take all actions necessary to cure such default and all payments made by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the rate of Eighteen (18%) percent per annum.

23. PROVIDED, always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor does and shall well and truly pay or cause to be paid to the Mortgagee, its successors or assigns, or the holder hereof, the said debt or sum of money aforesaid, with interest thereon according to the true intent and meaning of said Note, and all sums of money provided to be paid by the Mortgagor, its successors or assigns, under the covenants of this Mortgage, and if the Mortgagor shall fully perform all the terms, conditions and covenants of the Mortgage, and the Note secured hereby, then this Mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

24. The Mortgagor shall not sell, transfer or convey the mortgaged property without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. This is not intended to be a so called "due on sale" provision nor is it intended to be used for purposes of renegotiation of interest rate or other note terms or for assessing transfer premiums, the purpose hereof being to provide the Mortgagee with the opportunity to evaluate and approve or disapprove the proposed transfer on the basis of ability to manage and operate the Property. *

25. Notwithstanding anything to the contrary herein, Mortgagor shall have no personal or recourse liability for the payment of or performance of any obligations contained herein or in the Note secured hereby, and in the event of default hereunder or under the Note, the Mortgagee's rights and remedies shall be limited to foreclosure and other remedies against the property secured hereby and, in no event shall Mortgagee seek or obtain a deficiency judgment against Mortgagor.

26. The name Wespac Investors Trust is the designation of the Trustees under a Declaration of Trust dated as of May 1, 1974, as amended by Amendment No. 1 to Declaration of Trust dated August 16, 1974, and all persons dealing

*Mortgagee shall not be obligated to approve a sale unless such sale terms provide for payment to Mortgagor of at least ten (10%) per cent of the total sales price in cash or cash equivalents in the calendar year of such sale.