

against the Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

11. Due On Sale. If the Mortgagor enters into a contract to sell or sells, conveys, alienates, assigns, or transfers the Property, or any part thereof or interest therein in any manner, whether voluntary or involuntary, or by operation of law or otherwise, then the Mortgagee shall have the right, at its option, at any time thereafter to declare the Obligations immediately due and payable. No waiver of this right or delay in the exercise thereof shall operate as a waiver thereof unless the Mortgagee shall have executed and delivered to the Mortgagor a written waiver of such right.

12. Liens. This Mortgage is and shall be maintained as a valid first lien on the Property subject only to any easements, restrictions and encumbrances created pursuant to the Loan Documents. The Mortgagor shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Property or any portion thereof, or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance (herein collectively referred to as a "lien"), whether senior or junior in lien to this Mortgage, other than the lien of this Mortgage, the Contemporaneous Mortgage on the Property

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