

15. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, Mortgagee may, at its option, declare all the secured by this Mortgage to be immediately due and payable, provided, however, Mortgagee herein consents to permit a transfer from the Mortgagor to a partnership of which the Mortgagor is the managing general partner. In the event the Mortgagor or the partnership of which Mortgagor is the managing general partner desires to convey the property to an independent third party purchaser, Mortgagee shall have the right to approve the purchaser. Said approval shall not be unreasonably withheld. However, it is agreed that the Mortgagee shall be paid a transfer fee of \$6,575.00 at the time of the transfer and that the interest rate on the Mortgagee's Notes shall be increased to 11%. The Notes shall not be increased beyond 11% on subsequent transfers but each transfer shall necessitate a fee to the Mortgagee of \$6,575.00 to cover Mortgagee's costs of transfer and other related expenses.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

16. Acceleration; Remedies. Except as otherwise provided herein upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee at its option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice or demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall have the right to collect and retain such rents.

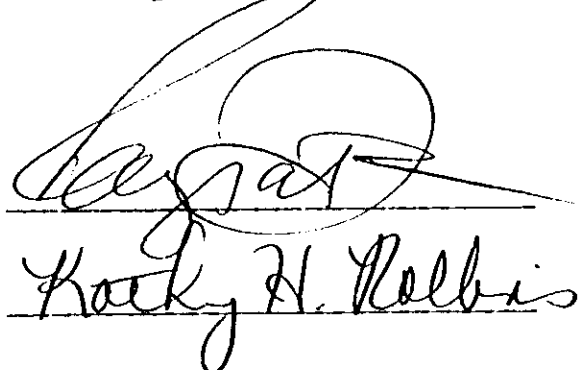
Upon acceleration under paragraph 16 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, court costs and reasonable attorney's fees, and then to the sums secured by this Mortgage.

18. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

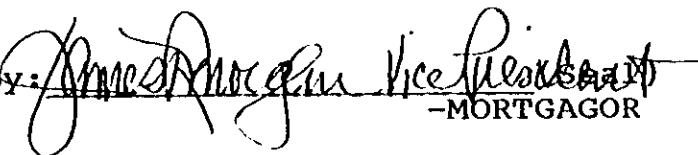
19. Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Karky H. Kolbis

CAPITAL GROWTH CORPORATION,  
a Utah Corporation

By:   
-MORTGAGOR

(Seal)  
-MORTGAGOR

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