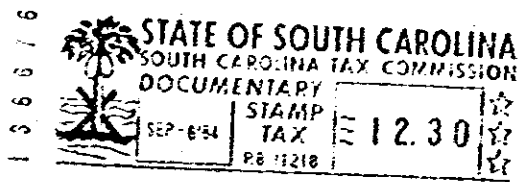


5255

DUE-ON-SALE CLAUSE

If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagor (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person but is a corporation, partnership, trust or other legal entity) without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer to a relative resulting from the death of a Mortgagor, (f) a transfer where the spouse or children of the Mortgagor become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Mortgagor becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Mortgagor is an remains a beneficiary and which does not relate to a transfer of rights of occupancy of the property, or (i) any other transfer or disposition described in regulations of the Federal Home Loan Bank Board governing the exercise of due-on-sale provisions, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable.



(SEE NEXT PAGE)

8328-11-21