

changing the Mortgagee's records by reason of such.

In the event the Premises, or any part thereof or interest therein shall be sold or transferred to any other person or entity without the consent of the Mortgagee, the Mortgagee may at its election, declare the entire indebtedness secured hereby due and payable and, upon ten (10) days written notice of such election, the entire indebtedness secured hereby shall be and become due and payable immediately.

For purposes of this numbered Paragraph, each of the following, if applicable, shall be deemed to constitute a transfer of ownership of the Premises:

(a) the sale, transfer, or any other disposition of any partnership or joint venture interest in the Mortgagor, other than a transfer or disposition by will or by operation of law upon the death of a person holding a partnership interest in the Mortgagor;

(b) the sale, transfer, or any other disposition of more than Ten Per Cent (10%) of any one (1) class of stock outstanding in any corporation which holds a partnership or joint venture interest in the Mortgagor; or

(c) the sale, transfer, or any other disposition of ownership of more than Ten Per Cent (10%) of any one (1) class of outstanding capital stock of the Mortgagor.

19. SUCCESSORS AND ASSIGNS. That all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, legal representatives, successors, and assigns, as the case may be, of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee.

20. GOVERNING LAW. That the terms and provisions of this Mortgage are to be governed by the laws of the State in which the Premises are located.

21. SEVERABILITY. That if any provision of this Mortgage, or of the Mortgage Note secured hereby, or of any other instrument or agreement existing between the Mortgagor

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