

(c) There is, in violation of said Contract of Sale, heretofore executed by the parties to this deed, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Purchaser, the Agency shall have the right to re-enter and take possession of the property and to terminate (and re-vest in the Agency) the estate conveyed by this deed to the Purchaser; provided, that any such right of re-entry shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

(1) The lien of any valid mortgage or Deed of Trust permitted by paragraph 2A(b) Special Covenants; and

(2) Any rights or interest provided in the Contract of Sale for protection of the trustees of any such Deed of Trust or the holders of any such mortgage.

Together with all and singular the rights, members, hereditaments and appurtenances to said property belonging or in any wise incident or appertaining: to have and to hold all and singular the premises before mentioned unto McBee Apartments, a Limited Partnership, its successors, heirs and assigns forever.

And Ohio Construction & Engineering, Inc. does hereby bind itself and its successors and administrators, to warrant and forever defend all and singular said property unto the said, McBee Apartments, a Limited Partnership, its successors, heirs and assigns against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

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