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assumed by such mortgagee or beneficiary, or should the legal title to the Mortgaged Property or the beneficial ownership thereof be conveyed to or become vested in any third party, the whole of the principal sum and interest and other sums hereby secured, at the option of the Mortgagee, shall immediately become due and payable."

In the event that New York Life Insurance Company, its successors and assigns or any holder of the New York Life Note and Mortgage asserts or alleges that the transaction contemplated by this Agreement constitutes an event described in Paragraph 13 of the New York Life Mortgage and that as a result thereof that the entire indebtedness of the New York Life Note is immediately due and payable ("Acceleration Claim"), then the Buyer shall either:

- (1) immediately pay the entire amount of the indebtedness under the New York Life Note to the holder of said Note; or
- (2) defend, at its own cost and expenses, any and all suits, foreclosures, or any other forms of action brought against Seller and/or Buyer or in which Seller may be impleaded with others upon an Acceleration Claim; or
- (3) institute and prosecute in either Seller's and/or Buyer's name(s), at Buyer's sole cost and expense, any and all suits or actions, either at common law or in equity, necessary to enjoin or otherwise permanently prevent the sale of the Premises, or any part thereof, under the provisions of the New

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