

or transfer of ownership of any of the capital stock of the Mortgagor, without Mortgagee's prior written consent, which sale, conveyance or mortgage shall constitute a default under this mortgage. The Mortgagor shall give prior written notice to Mortgagee of any proposed sale, conveyance, transfer or mortgage.

23. The Mortgagor shall pay, at the election of the Mortgagee, in monthly installments, such amounts as in Mortgagee's discretion will enable it to pay out of such sum at least thirty (30) days before due all taxes affecting the within described property and premiums for all hazard insurance relating thereto.

24. The Mortgagor shall furnish to the Mortgagee annually, by March 1 of each year, statements, prepared and certified by a certified public accountant satisfactory to the Mortgagee and in such detail as Mortgagee may reasonably require, as to the operation of all improvements at the within described property, and all the income and expenses thereof.

25. The entire indebtedness shall be due and payable at Mortgagee's option upon or at any time after the motor hotel erected on the within described property shall not have been operated as a Rodeway Inn licensee for a period of ten (10) days or more, or if the liquor permit at the within described property shall be suspended or revoked for a period of more than fifteen (15) days.

26. The entire indebtedness secured by this Mortgage shall be due and payable at Mortgagee's option in the event that John J. Jamail and Don J. Bodin shall at any time during the term of the Loan secured by this Mortgage not be the operators of the motor hotel and related facilities to be erected at the within described property.

27. The name HNC Mortgage and Realty Investors is the designation of the Trustees for the time being under a Declaration of Trust dated September 27, 1971 (to which John N. Worcester