

"41. The Mortgagor shall not sell, convey or otherwise transfer the premises or management or operating control thereof, nor, if Mortgagor is a partnership, shall a general partner of Mortgagor withdraw, be removed or added, without the prior written approval of Mortgagee. This provision shall apply to every such sale, conveyance or other transfer or withdrawal, removal or addition of a general partner regardless of whether by operation of law or otherwise, or whether or not Mortgagee has previously approved or waived its rights hereunder with reference to, any such previous sale, conveyance or other transfer or withdrawal, removal or addition of general partner. Mortgagee shall not be liable for any claim for monetary damages by reason of its failure to approve any sale, conveyance or other transfer or withdrawal, removal or addition of a general partner, and Mortgagor's remedies shall be exclusively limited to declaratory judgment or injunctive relief."

The terms of the Mortgage, and all and singular the clauses, stipulations and agreements in the mortgage are hereby ratified and confirmed and shall remain in full force and effect.

The Mortgage, as hereby modified, may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

The Mortgage and all of the covenants contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, with the like effect as if such successors were named herein.

WITNESS the hands and seals of Frank Ewing and J. R. Hungiville, the President and Vice-President, respec-