

BOOK 1372 PAGE 811

of this Mortgage, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any mechanic's, materialman's or other lien and such lien shall remain undischarged or unbonded for thirty (30) days;

(p) if Mortgagor shall default under any of the terms, covenants or conditions on its part to be observed or performed contained in the Building Loan Agreement (hereinafter defined), or in any other instrument or document evidencing, securing or guaranteeing payment of the Debt or relating to or executed in connection with this Mortgage, the Note, the Building Loan Agreement or the Debt; or

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(q) if any Guarantor shall sell, transfer, or convey all, or a material part of, any property, real or personal, in which any such Guarantor now or hereafter shall have a legal or beneficial interest, unless any such Guarantor (i) shall give Mortgagee prior written notice of any such sale, transfer or conveyance, and (ii) the transferee or grantee of any such property jointly and severally with such Guarantor, shall assume the obligations to be performed by such Guarantor pursuant to any guaranty of the obligations of Mortgagor under this Mortgage, the Note or the Building Loan Agreement; it being understood that for

*(p)(1) If Mortgagor shall fail, within thirty (30) days after notice by Mortgagee, to bring the management and/or maintenance of the Mortgaged Property to a level satisfactory to Mortgagee;

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