

covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Mortgage and invoke any of those remedies provided in the within Mortgage, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale the Construction Loan Agreement shall cease to be a part of this Mortgage and Borrower shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Mortgage.

26. Default and Acceleration. Upon Borrower's default in payment or performance under any of the terms and conditions of the Note, the within Mortgage, or any instrument securing the Note, Lender may, at its sole option, and without prior notice to Borrower, declare the whole of the principal and interest immediately due and payable. In addition thereto, if Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted under the within Mortgage.

Any attorney's fees and other expenses incurred by Lender in connection with any of the foregoing shall be additional indebtedness of Borrower secured by the within Mortgage.

27. Transfers of Property. Lender shall have the right of prior written approval of any sale, conveyance, transfer, lease or further encumbrance of all

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