

(9) If all or any part of the property or an interest therein is sold or transferred by Borrower without mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as mortgagee shall request. If mortgagee has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by mortgagee, mortgagee shall release Borrower from all obligations under this Mortgage and the Note. If mortgagee exercises such option to accelerate, mortgagee shall mail Borrower notice of acceleration in accordance with the terms hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, mortgagee may, without further notice or demand on Borrower, invoke any remedies permitted by law.

(10) It is understood and agreed by the parties hereto that a default by mortgagors under the terms and conditions of their mortgage to Fidelity Federal Savings & Loan Association, dated October 16, 1980, shall constitute a default under the terms and conditions of the within mortgage.

RECORDED OCT 16 1980 at 5:04 P.M.

12040

4328 RV-2

0769