

10. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner whatsoever other than by death of the Mortgagor of by and through a corporate reorganization or merger. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee, at its option, may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the obligations secured hereby. Mortgagee consents to Mortgagor's conveying away the mortgaged premises subject to Mortgagee's rights under the preceding sentence provided, however, that (i) the sale price shall not be less than fair market value (as determined in good faith by Mortgagor's Board of Directors) and in no event less than \$70,000.00, and (ii) the sale price shall be promptly paid to Mortgagee in reduction of Mortgagor's Obligations and the figures relating to Advances and Overadvances specified in Article 2.1 of the Loan Agreement referred to in the first WHEREAS paragraph of this mortgage, pursuant to Article 6.9 of said Loan Agreement.

11. That the Mortgagor will keep Mortgagor's books and records in accordance with generally accepted accounting principles covering the operation of the premises, should the same be income producing, and, on demand of the Mortgagee, deliver to the Mortgagee, within ninety (90) days after the close of each of the Mortgagor's fiscal years, an annual statement of operations for the premises for the preceding fiscal year, prepared and certified by an independent public accountant acceptable to the Mortgagee.

12. That the Mortgagee shall have the right to enter and inspect the mortgaged premises at all reasonable times.

13. That the enactment of any new statute or law by any governmental agency or body, or the legal interpretation of any existing

10270

4328 RV-2