

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent (which consent shall be in lender's sole discretion), excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable, except that Lender will not exercise its right to declare all such sums immediately due and payable in the case of the first transfer or sale by the Borrower executing this Mortgage, provided that the Borrower is not then in default under this Mortgage and the Note and the person to whom the Property is to be sold and transferred (i) executes a written assumption agreement satisfactory to and accepted in writing by Lender, in which event Lender shall release Borrower from all obligations under this Mortgage and the Note and (ii) the credit of such person is satisfactory to Lender. The foregoing exception to Lender's right to declare such sums due and payable shall only apply to such first transfers or sale by the Borrower executing this Mortgage and Lender's right to make such declaration in all other instances shall be in its sole discretion.

10035

14328