

other payment of principal or interest on the Note; or if any of the Leases shall be terminated before the expiration of the term thereof for any reason other than the purchase by the Lessee of the property covered thereby or if any of the Leases shall be amended or modified or hypothecated; or if default shall be made in the due observance or performance of any covenant or agreement on the part of the Mortgagor for the payment of taxes, water and sewer rents and assessments or claims of mechanics, laborers and materialmen and such default shall continue for a period of thirty days; or if default shall be made in the due observance or performance of any other agreement on the part of the Mortgagor in the Note or in this Mortgage or any other of the above-mentioned mortgages and such default shall continue for a period of thirty days after written notice specifying such default and demanding that the same be remedied shall have been given to the Mortgagor; or if default shall be made by the Lessee under any Lease by reason of which the lessor thereunder is given the right to re-enter and take possession of the premises; or if a receiver or liquidator of any of the Mortgaged Premises, or of the Mortgagor or any Subsidiary or any other owner of the Mortgaged Premises shall be appointed or if the Mortgagor or such Subsidiary or other owner shall be adjudicated a bankrupt or be declared insolvent; or if the Mortgagor or such Subsidiary or other owner shall be dissolved, or if the Mortgagor or such Subsidiary or other owner shall file a voluntary petition in bankruptcy or make an assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due or consent to the appointment of a receiver of any of the Mortgaged Premises, or if a petition or answer proposing the reorganization of the Mortgagor or such Subsidiary or other owner shall be approved by any Court; or if any creditors of the Mortgagor or such Subsidiary or other owner shall file a petition to reorganize the Mortgagor or such Subsidiary or other owner; or if final judgment for the payment of money shall be rendered against the Mortgagor or such Subsidiary or other owner and the Mortgagor or such Subsidiary or other owner shall not cause the same to be discharged within sixty days from the entry thereof or shall not appeal therefrom or from the order pursuant to which said judgment was entered, and secure a stay of execution pending such appeal; then the Mortgagees or their successors or assigns, may elect to declare the entire principal sum hereby secured, and all accrued unpaid interest thereon, immediately due and payable and to the extent permitted by applicable law, shall have and may exercise all the remedies set forth in the Note or otherwise available to them at law or in equity and in particular, without limitation of the foregoing, may exercise remedies as follows, notice of any default or event of default being hereby waived by the Mortgagor except as hereinabove expressly required:

I. During the continuance of any such event of default, the Mortgagees personally, or by their agents or attorneys, may enter into and upon all or any of the Mortgaged Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the said Premises and conduct the business thereof, either personally or by their superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagees at the expense of the Mortgaged Premises and the income therefrom may exercise all the rights and powers with respect thereto conferred upon them by the Note, and the Mortgagees shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Premises and every part thereof, and shall apply any moneys received therefrom as provided therein; upon the filing of a bill in equity to foreclose this Mortgage or to enforce the specific performance thereof or upon the commencement of any proceeding, judicial or non-judicial, to enforce any right of the Mortgagees, the Mortgagees shall be entitled, as a matter of right, if they shall so elect, without the giving of notice to any other party and without regard to the adequacy or the inadequacy of the security of the Mortgaged Premises, forthwith either before or after declaring the unpaid principal amount of the Note and all accrued unpaid interest thereon to be due and payable, to the appointment of a receiver or receivers of the Mortgaged Premises and of all the earnings, revenues, rents, issues, profits and income thereof, and the Mortgagor hereby consents to the appointment of such receivers and waives the requirement of a bond for any such receiver. Notwithstanding the appointment of any receiver, the Mortgagees shall retain possession of all pledged property.

II. The Mortgagees, with or without entry, personally or by their agents or attorneys, in so far as applicable, may forthwith

(1) sell to the highest bidder, together or in parcels, all and singular the Mortgaged Premises, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, such sale or sales to be made at such time and place and in such order and upon such terms as the Mortgagees may fix and specify in the notice of sale to be given to the Mortgagor or as may be required by law, and the Mortgagor hereby waives any right to designate the order in which such parcels of real property shall be sold, and the Mortgagor hereby irrevocably appoints the president and any vice-president and the cashier and any assistant cashier of Mellon National Bank and Trust Company and of its successors and assigns, and D. A. Hazlett and his successors and assigns, or any one of them, its agent and attorney in fact to convey the premises so sold to the purchaser by indefeasible title discharged of all rights of redemption by the Mortgagor and its successors and assigns or any other person claiming under it except such persons as may claim by, through or under the above-mentioned Leases; or

(2) institute proceedings for the complete or partial foreclosure of this Mortgage under any applicable provision of law; or

(3) take all steps needful to protect and enforce their rights, whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage contained, or in aid of the execution of any power herein or in the Note granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Mortgagees, being advised by counsel, shall deem most effectual to protect and enforce any of their rights or duties hereunder or under the Note and the Indenture.

III. The Mortgagees upon any sale of the Mortgaged Premises may, at their option, sell the same in one parcel or as an entirety and may adjourn any sale, may deliver deeds to the purchasers, and are hereby appointed attorneys irrevocable of the Mortgagor to make all necessary conveyances of the estate sold and to deliver deeds to any purchasers, and the proceeds of any sale shall be applied, first to the payment of costs, expenses and advances with interest thereon, and taxes and assessments, and second to the payment of the principal and interest of the Note. Upon the happening of any event of default, the Mortgagor will upon demand pay to the Mortgagees the entire principal and interest of the Note, together with costs and expenses, and the Mortgagees may institute any legal proceedings for the collection thereof and may enforce any judgment against the Mortgagor from any property of the Mortgagor, and the right to recover such judgment shall not be affected by any sale of the Mortgaged Premises or the exercise of any other right or remedy for the enforcement of the provisions of this Mortgage or the foreclosure of the lien hereof. Upon the happening of any event of default and the commencement of any legal proceeding by the Mortgagees, the Mortgagor hereby waives issuance and service of process and will enter its voluntary appearance in such proceeding, and hereby consents to the entry of judgment for principal and interest and costs and expenses. The Mortgagor will not claim the benefit of any extension or moratorium law affecting the covenants and performance of this Mortgage, nor claim the benefit of any law providing for the valuation or appraisal of the Mortgaged Premises prior to sale thereof, nor after any such sale pursuant to any provision herein or in the Note or pursuant to the decree or order of any court, claim any right to redeem the property sold, and the Mortgagor hereby expressly waives all rights of redemption from any such sale and all benefit or advantage of any such laws.

The rights and powers of the Mortgagees shall be exercised solely by the corporate Mortgagee, but to the extent that the corporate Mortgagee shall be incompetent or unqualified under the laws of any jurisdiction to perform any act in such jurisdiction,