

required by law) or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto; or commit or knowingly permit any waste of the Mortgaged Property or any part thereof or make or permit to be made any alterations or additions to the Mortgaged Property which would have the effect of materially diminishing the value thereof.

4.2 Sale of Mortgaged Property. Sell, exchange, transfer possession of or otherwise dispose of the Mortgaged Property, or any part thereof.

4.3 Other Liens. Create, incur or suffer to exist any mortgage, pledge, lien, encumbrance or charge on the Mortgaged Property, or any part thereof, or income therefrom, other than this Mortgage and the Permitted Encumbrances.

V. Default

5.1 Events of Default and Remedies. If an "Event of Default" (as such term is defined in the Loan Agreement) shall occur and be continuing, it shall be a default hereunder and Mortgagee may, at its option:

5.1.2 Acceleration. Declare the unpaid portion of the principal of the Note, and all interest accrued and unpaid thereon, to be immediately due and payable, without further notice or demand (each of which is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

5.1.2 Possession. Enter upon the Mortgaged Property and take possession thereof and of all books, records and accounts relating thereto.