

period of twenty (20) days after the same shall have become due and payable;

(c) the failure to pay, when due, the rent or additional rent pursuant to any ground or underlying lease comprising or effecting the Premises or any part thereof, or defaulting in any other terms or conditions thereof;

(d) the failure on the part of the Mortgagor to duly perform and observe any of the terms, covenants or conditions required to be performed and observed by the Mortgagor under the Note, the Building Loan Agreement or this Mortgage, for a period of thirty (30) days after notice and demand, including, but not limited to the following:

(i) the failure to keep the Improvements and Chattels covered by this indenture insured against loss by fire and extended coverage as herein required and such other hazards as the Mortgagee may require, or to deliver the original policies of such insurance to the Mortgagee;

(ii) the failure to furnish to the Mortgagee, upon request, a statement of the amount due on the Note and whether any offsets or defenses exist against the said debt, or a financial statement of operations;

(iii) the actual or threatened alteration (except as contemplated in the Building Loan Agreement), demolition or removal of any building on the Realty without the written consent of the Mortgagee;

(iv) the failure to exhibit to the Mortgagee, after demand, receipts showing payment of insurance premiums and all taxes, assessments and charges required to be paid by the Mortgagor;

(v) if, after notice, the Improvements on the Realty are not maintained in good repair and in rentable or tenantable condition;

(vi) the failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Premises;