

balance of principal indebtedness.

10. EVENTS OF DEFAULT. The following enumerated events shall constitute an Event of Default under this Mortgage;

(1) Failure of Mortgagor to pay punctually any indebtedness secured hereby when the same shall become due and payable, if such delinquency in payment shall continue for a period of twenty (20) days after written notice of such default is received by Mortgagor from Mortgagee.

(2) Failure by Mortgagor duly to observe or perform fully and punctually an undertaking, covenant, or agreement set forth in this Mortgage, the Promissory Note secured hereby, the Land Development Loan Agreement executed simultaneously herewith, and the letters of commitment signed jointly by Mortgagor and Mortgagee concerning this mortgage loan, if such default shall continue for a period of twenty (20) days after written notice is received by Mortgagor from Mortgagee.

(3) If Mortgagor hereunder, shall (a) voluntarily be adjudicated bankrupt or insolvent; (b) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property; (c) file a petition seeking relief under any chapter of the bankruptcy laws of the United States, or similar federal statutes, or similar laws of any state or of any other competent jurisdiction; (d) make general assignment for the benefit of creditors; (e) admit in writing to a creditor to which it owes more than \$25,000.00 that it cannot pay such debt for more than thirty (30) days; or (f) generally, if there is any event justifying the conclusion of Mortgagee that Mortgagor is or is about to become unable to meet its financial obligations as they become due.

(4) If a court of competent jurisdiction shall enter an order, judgment, or decree, without the consent of Mortgagor, or appointing a receiver or trustee for Mortgagor, or for all or any part of the property

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