

any material aspect;

(c) Should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished except as provided for in Paragraph 10 herein;

(d) Should any federal, state, or local tax lien or any claim of lien for labor or material be filed of record against the Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from the date of recording;

(e) Should any claim of priority to this Mortgage by title, lien, or otherwise be asserted in any legal, administrative, or equitable proceeding;

(f) Should the Mortgagor make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of the Mortgagor or of Mortgagor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of the Mortgagor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should the Mortgagor be adjudicated bankrupt or insolvent, or should the Mortgagor be liquidated, dissolved, or partitioned or its charter expire or be revoked;

(g) Should the Mortgagor fail to keep, observe, perform, carry out, and execute in every particular the covenants, agreements, obligations, and conditions set out in this Mortgage, the Note, the Loan Commitment, the Construction Loan Agreement, or in any other instrument securing this loan or related thereto; or if the Mortgagor fails to execute an assignment of its interest as lessor in any lease, heretofore or hereafter executed, covering the Premises; then and thereupon, Mortgagee may do any one or more of the following:

(i) Enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Mortgagor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Note secured hereby, and Mortgagor will