

(b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this indenture (including without limitation Article IV) or of any other instrument evidencing, securing or concerning the indebtedness secured hereby (including without limitation the documents listed in Exhibit B of the Building Loan Agreement as hereinafter defined); or

(c) The filing by the Borrower (which term for the purposes of this paragraph shall include any Guarantor of the Note) (or of any one or more of the parties constituting the Borrower of the Note secured hereby) of a voluntary petition in bankruptcy or the adjudication of Borrower (or of any one or more of the parties constituting the Borrower) of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the premises or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of Borrower's inability to pay its debts generally as they become due; or, if Borrower or any Guarantor of the Note secured hereby is a corporation, if that corporation, or its directors or stockholders, shall institute any proceedings for the dissolution or liquidation of that corporation or fail to protect and preserve its independent corporate franchise or pay taxes imposed in connection therewith or comply with any and all additional requirements under applicable laws necessary thereto, or fail to secure and protect a certificate or authority to do its business within the State of Georgia; or

(d) Any default under said Savings Bank of Baltimore Deed to Secure Debt or the Note secured thereby or under any other instrument evidencing or securing the indebtedness secured thereby; or

(e) Should any representation, warranty, statement, certificate, schedule or report made or required to be made, or furnished or required to be furnished, by Borrower under the terms of this instrument or under the terms of any other instrument evidencing or securing the indebtedness secured hereby be or become false or misleading in any respect.

2.02 Acceleration of Maturity. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby or so much thereof as shall have been advanced to Borrower with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence of this indenture; and no omission on the part of the Lender to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.03 Right of Lender to enter and Take Possession.

(a) If any event of default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the premises and if, and to the extent, permitted by law, the Lender may enter and take possession of the premises and may exclude the Borrower and the Borrower's agent and employees therefrom.

9349

9349