

Mortgagor or such guarantor or all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues, or profits thereof, shall be appointed without the consent or acquiescence of Mortgagee and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(viii) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the land described in Exhibit "A" hereof, or any judgment involving monetary damages shall be entered against Mortgagor or such guarantor which shall become a lien on the land described in Exhibit "A" hereof or any portion thereof or interest therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy;

(b) Upon the happening of any one or more of the aforesaid Events of Default set forth and provided for in the preceding paragraph 5(a) THEN AND THEREUPON, all indebtedness secured hereby shall, at Mortgagee's option and without further notice, become immediately due and payable and whether or not such option is exercised, Mortgagee may at any time thereafter do any one or more of the following:

(i) Exercise Mortgagee's rights under paragraph 4 next above.

(ii) Foreclose this Mortgage by court action in the manner provided by the laws then applicable to this Mortgage, in which event Mortgagor agrees to pay all costs and expenses thereof, including reasonable attorneys' fees as the court may determine (subject to the aforesaid limitations); and

(iii) Exercise with respect to any or all personal property which is subject hereto all of the remedies of a

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