

Lender under this Mortgage. Borrower shall not cause or permit the lien of this Mortgage to be impaired in any way.

ARTICLE III
Events of Default

The occurrence of any of the following events shall constitute a default under the terms of this Mortgage:

3.1 Failure by Borrower to pay as and when due and payable any installment of principal and interest;

3.2 Failure by Borrower to duly observe any promise, representation or agreement included in this Mortgage;

3.3 A default by Borrower under the terms of the Note, ~~THE XXXXXXXXXXXXXXX~~ ~~XXXX~~ or any other document submitted by Borrower to Lender in connection with the Loan;

3.4 Commencement by any governmental agency or authority of any proceedings for the demolition of any buildings or structures comprising the Property or commencement of any proceedings to condemn or otherwise take all of the land comprising the Property.

3.5 Borrower files a petition in ordinary bankruptcy or under any of the chapter proceedings of the Federal Bankruptcy Act or any federal or state law, or Borrower makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or consents to appointment of a receiver or receivers of all or any part of any Property;

3.6 Any of Borrower's creditors files a petition under the Federal Bankruptcy Act seeking an adjudication of the bankruptcy of Borrower or the reorganization of Borrower, and such petition is not dismissed within thirty (30) calendar days after the date such petition was filed;

3.7 ~~Any judgment for the payment of money rendered against Borrower and Borrower does not discharge the same XXXXXXXXXX it to be discharged within thirty (30) days from the entry thereof XXXXXXXXXX do not appeal therefrom and secure the same by execution pending XXXXXXXXXX DELETED~~

ARTICLE IV
Foreclosure

4.1 Upon the occurrence of a default the entire principal balance of the Loan, including all accrued interest, shall, at the option of Lender, and without notice to Borrower, become immediately due and payable. Thereupon Lender may foreclose this Mortgage by judicial proceedings.

4.2 In a judicial proceeding for foreclosure of this Mortgage, Lender shall be entitled to collect all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

ARTICLE V
General Conditions

5.1 The singular used herein shall be deemed to include the plural, the masculine deemed to include the feminine and neuter and the named parties deemed to include their heirs, successors and assigns.

5.2 All notices required to be given hereunder shall be in writing and shall be deemed served twenty-four (24) hours after deposit in registered, certified or first-class United States mail, postage prepaid, and addressed to the parties at the addresses indicated on the first page hereof or such

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