

(c) The Bankruptcy (defined herein as in Mortgagor's Agreement of Limited Partnership) of Mortgagor or the general partner of Mortgagor, or the dissolution of Mortgagor or the general partner of Mortgagor not followed by the reconstitution of the dissolved party in accordance with Mortgagor's Agreement of Limited Partnership; or

(d) Any act, omission, or condition which would constitute an event of default under the Jefferson Standard Mortgage or any instrument evidencing or securing the indebtedness described therein.

II.2. ACCELERATION OF MATURITY. If an event of default shall have occurred, then, except as otherwise specifically provided herein, the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon, shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

II.3. RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION.

(a) If an event of default shall have occurred and be continuing, the Mortgagor, upon demand of Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the premises, and to the extent permitted by law, the Mortgagee may enter and take possession of the premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom.

(b) Upon every such entering and taking of possession the Mortgagee may hold, store, use, operate, manage, control, and maintain the premises and conduct the business thereof, and, from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the premises insured, (iii) manage and operate the premises and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by the Mortgagor, all as the Mortgagee may, from time to time, determine to be to its best advantage; and the Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the premises, including the past due as well as those accruing thereafter and, after deducting, (aa) all expenses of taking, holding, managing and operating the premises (including debt service on the Jefferson Standard Mortgage and compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments, and other charges prior to the lien of this Mortgage and such utility charges as the Mortgagee may determine to pay; (ee) other proper charges upon the premises or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Mortgagee, and shall apply the remainder of the money so received by the Mortgagee, first to payment of accrued interest of all types described in the Note; then to the payment of principal, if then due.