

(f) The occurrence (i) of Mortgagor's becoming insolvent or bankrupt, or ceasing, being unable, or admitting in writing its inability, to pay its debts as they mature, or making a general assignment for the benefit of, or entering into any composition or arrangement with creditors; (ii) of proceedings for the appointment of a receiver, trustee or liquidator of Mortgagor, or of a substantial part of its assets, being authorized or instituted by or against it; or (iii) of proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted by or against Mortgagor.

(g) A cessation or substantial reduction of operations conducted on the Property under circumstances indicative, in the opinion of Mortgagee, of a lack of intention or ability to provide continuing employment and economic benefits for the area in which the Property is located.

11. REMEDIES CUMULATIVE: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. NOTICE: Any notice from Mortgagee to Mortgagor provided for in this Mortgage shall be mailed by certified mail to Mortgagor at the Property Address stated below or at such address as Mortgagor may designate to Mortgagee by certified mail to Mortgagee's address, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage.

14. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY: This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by applicable Federal law and nothing contained in this Mortgage shall be construed to limit the rights the Mortgagee is entitled to under applicable Federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

15. MORTGAGOR'S COPY: Mortgagor shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

16. RELEASE: Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Mortgagee shall discharge this mortgage without charge to the Mortgagor. Mortgagor shall pay all costs of recordation, if any.

17. SUBORDINATION: The liens created hereby shall be junior and subordinate only to the existing mortgage of Abbott Investment Co., Inc.

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