

continue unremedied for the period within which performance is required to be made by specific provision of this Mortgage, or, if no such period is so provided, for a period of ten (10) days after written notice thereof shall have been given by the Mortgagee or, with respect to any such default which shall be of such a nature that it cannot reasonably be cured or remedied within ten (10) days, if the Mortgagor shall not promptly commence and exercise due diligence and continuous effort to remedy the same; or

(l) if the Mortgagor shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy laws or any other applicable law; or

(m) (i) if, without the Mortgagor's consent or acquiescence, a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, liquidator, or trustee of the Mortgagor, or of the whole or any substantial part of the property or assets of the Mortgagor and such order, judgment or decree shall remain unvacated, or not set aside, or unstayed, for thirty (30) days, or (ii) if a petition shall be filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any other applicable law and such petition shall remain undismissed for thirty (30) days, or (iii) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of Mortgagor or of the whole or any substantial part of its property or assets and such custody or control shall remain un-terminated or unstayed for thirty (30) days; or

(n) if judgment for Fifty Thousand (\$50,000) Dollars or more shall be rendered against the Mortgagor which shall not be discharged or bonded pending appeal within thirty (30) days from the entry thereof; or

(o) if any representation, warranty or statement contained in any writing delivered to the Mortgagee simultaneously with the execution and delivery hereof shall prove to be incorrect in any material respect; or

(p) if, without the prior consent of the Mortgagee, (i) the Premises shall be sold or otherwise transferred by the Mortgagor or (ii) if the Mortgagor shall be a corporation, a controlling amount of its voting stock shall be sold or otherwise transferred or (iii) if the Mortgagor shall be a partnership, joint venture, syndicate or other group, all or any portion of the interest of any partner or member thereof shall be sold or otherwise transferred.

17. That, to the extent permitted by law, the Mortgagee shall have the right from time to time to sue for any sums, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage as the same become due, without regard to whether or not the principal sum or any other sums secured by this Mortgage and any

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