

selected by Mortgagor and having its main office in the State of New York and net worth of at least \$250,000,000. Such amounts shall be applied first to the restoration of the Improvements and any amounts then remaining shall be applied to the prepayment of the Note secured hereby, without penalty.

7. If one or more of the following events ("Events of Default") shall happen:

- (a) if default shall be made in the payment of any principal or interest on the Note, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after written notice to Mortgagor that such payment has become due;
- (b) if default shall be made in the due observance or performance of any other covenant, condition or agreement of Mortgagor in the Note or this Mortgage, and such default shall continue for a period of thirty (30) days after notice specifying such default and demanding that the same be remedied shall have been given to Mortgagor by Mortgagee (or if such default cannot, with due diligence, be cured within such 30 day period, if Mortgagor shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with diligence);

then in every such case:

A. Upon any such Event of Default, Mortgagee may declare all sums secured hereby to be due and payable immediately, and upon such declaration the principal of the Note and all accrued and unpaid interest thereon shall be immediately due and payable, anything in the Note or this Mortgage to the contrary notwithstanding (subject, however, to the nonrecourse provisions of Paragraph 10 hereof), without any presentment, demand, protest or other notice, all of which are hereby expressly waived.

