

(b) Failure by the Mortgagor to duly observe or perform any other covenant, condition or agreement of this Mortgage, the Note, Loan Agreement, Factoring Agreement or any other document evidencing or securing this loan; and such default, breach or failure shall continue for a period of thirty (30) days after notice thereof from Lender.

(c) The filing by the Mortgagor of a voluntary petition in bankruptcy or the Mortgagor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due, or the filing against Mortgagor of any petition under the Federal Bankruptcy Act which petition is not dismissed within thirty (30) calendar days after the date of such filing.

(d) The voluntary or involuntary sale, assignment or transfer of all or part of the premises, without the prior written consent of the Mortgagee.

(e) If any representation or warranty made in writing by the Mortgagor in connection herewith shall prove to have been false or incorrect in any material respect at the time it was made.

(f) Termination of the Factoring Agreement by either party thereto for any reason.

(g) Any event of default as set forth in the Loan Agreement, the Factoring Agreement or any other document given in connection therewith. All such events of default are incorporated into the within Mortgage by reference and made a part hereof.

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