

Indebtedness. This assignment and grant shall continue in effect until the Indebtedness is paid in full, but Mortgagee shall not be entitled to collect and receive said rents, issues and profits, except after the occurrence of an Event of Default by Mortgagor under the terms and provisions hereof. Such right of Mortgagor to collect and receive said rents, issues and profits may be revoked by Mortgagee after the occurrence of any Event of Default by Mortgagor under the terms and provisions of this Mortgage by giving notice of such revocation to Mortgagor. Mortgagor will, from time to time after notice and demand execute and deliver to Mortgagee further agreements or instruments evidencing its willingness to comply and its compliance with this Paragraph 10 and will provide Mortgagee with a written statement of all leases of the Mortgaged Property assigned hereunder, the rents and terms thereof, the spaces covered thereby and such other information as Mortgagee shall reasonably require. Mortgagor shall pay Mortgagee the expenses incurred by Mortgagee in connection with the recording of any such agreement or instrument. The assignment contained in this Paragraph 10 is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor under the leases or agreements giving rise to such rents, issues and profits, nor shall any obligation of Mortgagor thereunder be imposed on Mortgagee.

11. EVENTS OF DEFAULT

The entire Indebtedness shall become due and payable, at the option of Mortgagee, without notice or demand, if any one or more of the following Events of Default shall occur (subject to any applicable grace period):

(a) If default shall occur: (i) in the payment of any installment of principal evidenced by the Notes or any interest thereon when the same shall be due and payable; or (ii) in the payment of any other Indebtedness when due and payable; or (iii) in the payment of any sum due under the terms and provisions of any other instrument evidencing or securing the Indebtedness; or (iv) in the performance of any other covenant, provision or agreement herein or in the Notes or in any other document, instrument, agreement or writing delivered in connection herewith or therewith;

(b) If Mortgagor shall commence a case in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of any substantial part of its properties or of the Mortgaged Property;

(c) If any case in bankruptcy or other proceeding is commenced against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal bankruptcy act or any other present or future applicable federal, state or other statute or law or if any trustee, receiver or liquidator of Mortgagor or of all or any substantial part of his properties or of the Mortgaged Property is appointed.

(d) An Event of Default under the terms of the Loan Agreement dated as of April 23, 1982 between Mortgagor and Mortgagee.

Notwithstanding anything to the contrary herein contained, it is agreed that the events specified in subparagraphs (a) through (d) above shall not be deemed to be an Event of Default hereunder (excepting, however, (i) in the event of a default under subparagraph (b) above, or (ii) if, in the reasonable