

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 shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or any such Guarantor or of all or any part of the Premises or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(ii) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor or any Guarantor of the indebtedness secured by this Mortgage seeking any reorganization, dissolution or similar relief under any present or future Federal, State, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver or liquidator of Mortgagor or any such Guarantor or of all or any part of the premises or of any or all of the royalties, revenues, rents, issues or profits thereof shall be appointed without the consent or acquiescence of Mortgagor or any such Guarantor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

e) Other Legal Proceedings. A writ or execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises, and such execution, attachment or similar process is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(f) Abandonment. The abandonment of any part of the Premises by Mortgagor, or

(g) Misrepresentation. If any representation or warranty of Mortgagor set forth in this Mortgage, Note, or any other documents delivered by Mortgagor to Mortgagee in connection herewith or as required from time to time hereby, shall prove to be false, misleading or erroneous in any material respect; or

(h) Lease Covenants. Mortgagor's failure as lessor, or assignor, to observe, comply or adhere to and/or perform any agreement of the Mortgagor in any lease or assignment thereof to Mortgagee relating to the Premises.

4.2 Remedies. Then in every such case, if any event of Default shall have occurred any/or be continuing, Mortgagee, at its option, shall have, in addition to any rights at law or in equity, each and all of the following rights and remedies, which may be exercised individually, collectively or cumulatively:

(a) Acceleration. Mortgagee shall have the right to declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind.

(b) Management. Mortgagee may, with or without bringing any action or proceeding, and without regard to the

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