

Agreement and the Assignment of Rents and Leases all of even date herewith, or any other instrument constituting additional security for this loan. (Provided that such default shall have continued for a period of twenty (20) days prior to the assignment to and acceptance by Union of this Mortgage and for a period of thirty (30) days after such assignment, after written notice of such defect from Mortgagee).

c. Breach of any warranties or representations given by Mortgagor to Mortgagee.

d. An event of default under, or institution of foreclosure or other proceedings to enforce, any second Mortgage or junior security interest, lien or encumbrance of any kind upon the Premises or any portion thereof.

e. Should the Mortgagor, or any guarantor of the Note, or any successors and assigns thereof, including, without limitation, the then current owners of any interest in the Premises:

(i) file a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing (hereinafter referred to as "Bankruptcy Proceeding"); or

(ii) file any answer admitting insolvency or inability to pay its debts; or

(iii) fail to obtain a vacation or stay of any involuntary Bankruptcy Proceeding within forty-five (45) days, as hereinafter provided; or

(iv) be the subject of an order for relief against it in any Bankruptcy Proceeding; or

(v) have a custodian or trustee or receiver appointed for any of them or have any court take jurisdiction of its property, or the major part thereof, in any involuntary proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation if such custodian, receiver or trustee shall not be discharged or if such jurisdiction shall not be relinquished, vacated or stayed on appeal or otherwise within forty-five (45) days of the appointment; or

(vi) make an assignment for the benefit of its creditors; or

(vii) admit in writing its inability to pay its debts generally as they become due; or

(viii) consent to an appointment of a custodian or receiver or trustee of all of its property, or the major part thereof.

#### 2.02 Remedies

a. Upon and after any such Event of Default, the Mortgagee, after the expiration of seven (7) days from the date written notice shall have been given to the Mortgagor, which notice shall include any regular monthly notice given by Mortgagee to Mortgagor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, all premium payable thereunder and all other obligations of Mortgagor hereunder to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding;

b. Upon and after any such Event of Default, the Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such