

other action against either of said parties be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (a) results in the entry of an order for relief against it which is not fully stayed within ten (10) business days after the entry thereof or (b) remains undismissed for a period of ninety (90) days (the provisions of this subparagraph (vi) shall be applicable to Dain Corporation only so long as the Guaranty referred to in Article 37 hereof remains in effect);

(vii) Should the then owner of the Premises, if a corporation, be liquidated or dissolved or its charter expire or be revoked or withdrawn, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire; or

(viii) Should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this mortgage, or in the Note, or in the Purchase Agreement, or in any instrument given with respect to the Secured Indebtedness, or in the assignment of leases by Mortgagor, other than those described in subparagraph (i) above, and if Mortgagor shall fail to cure the same within twenty (20) days after Mortgagee gives to Mortgagor written notice thereof in the manner herein provided, or within a reasonable time after the giving of such written notice if the same cannot reasonably be cured within said twenty (20) days (if, but only if, Mortgagor commences to cure the same within said twenty [20] day period and diligently prosecutes the same to completion);

then and thereupon Mortgagee may do any one or more of the following:

(i) Pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer to the party claiming to have made payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the highest rate provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(ii) Declare the entire Secured Indebtedness immediately due, payable and collectible, without further notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become

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