

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 day of entry thereof; or any trustee, receiver or liquidator of Owner 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 Owner and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be issued or levied against all of any part of or interest in the Premises, or any judgment involving monetary damages shall be entered against Owner which shall become a lien on the Premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded off, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default by Mortgagor under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments; or

(f) Mortgagor shall place any secondary financing upon the Premises without Mortgagee's prior written consent in each such instance. A consent to one such secondary financing shall not be deemed to constitute a consent to any subsequent secondary financing; or

(g) Mortgagor shall transfer any portion of its ownership in the Premises or any general partner ceases to be such a general partner without Mortgagee's prior written consent in each such instance, which consent may be withheld in the sole discretion of Mortgagee. The transfer of a general partnership interest by reason of the death or incapacity of the owner thereof shall not be deemed to be an event of default. A consent to one such change in ownership shall not be deemed to constitute a consent to any subsequent change in ownership.

4.02 Acceleration Upon Default, Additional Remedies. Upon the occurrence of any event of default Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Mortgagee may:

(a) Either in person or by agent, with or without bringing action or proceeding, enter upon and take possession of the Premises, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same in accordance with Section 2.05 hereof. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of rents, issues or profits. Mortgagee shall be entitled to