

(e) Breach of any warranty or untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing, evidencing, or relating to the Note.

(f) The occurrence of any default in any other mortgage encumbering the Mortgaged Property or any part thereof.

Notwithstanding the foregoing, Mortgagor shall not be deemed to be in Default, nor shall an Event of Default be deemed to have occurred under the foregoing subparagraph (a) unless and until Mortgagor shall have failed to cure such Default or Event of Default within ten (10) days after receipt by Mortgagee of written notice from Mortgagee of such Default or Event of Default; and Mortgagor shall not be deemed to be in Default nor shall an Event of Default be deemed to have occurred under the foregoing subparagraphs (b), (c), (e), and (f) unless and until Mortgagor shall have failed to cure such Default within twenty (20) days after receipt by Mortgagee of written notice from Mortgagee of such Default.

3.02 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable.

3.03 Remedies After Default. If an Event of Default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceedings or remedy: (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction; (c) to appoint a receiver as provided in this Mortgage; and (d) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

3.04 Mortgagee's Rights to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if to the extent permitted by law, Mortgagee itself, or by such officer or agents as it may appoint, may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor respecting the Mortgaged Property.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee along with all books, papers and accounts of Mortgagor respecting the Mortgaged Property, to the entry of which judgment or decree Mortgagor hereby specifically consents.

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and