

Lender to protect or preserve the Property or the lien hereof on the Property, or for taxes, assessments, or insurance premiums as herein provided.

ARTICLE TWO

DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay, as and when due and payable, any of the Obligations secured hereby or any other sums to be paid by the Borrower hereunder.

(b) Failure by the Borrower to duly keep, perform and observe any covenant, condition or agreement in this Mortgage or the Loan Documents.

(c) Breach in any material respect of any warranty or untruth of any representation of the Borrower contained in this Mortgage or in the Loan Documents.

(d) The occurrence of a default or an "Event of Default" under the Loan Agreement.

ARTICLE THREE

REMEDIES

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, then all of the Obligations secured hereby shall, at Lender's option, immediately become due and payable without notice or demand, time being of the essence hereof; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.02 Foreclosure. If an Event of Default shall have occurred, regardless of whether Lender has declared the Obligations secured hereby to be immediately due and payable, Lender may, in any combination, foreclose this Mortgage and take such other action as the law allows to enforce this Mortgage, to realize upon the security hereof and to enforce any or all of the Loan Documents. In any such foreclosure proceeding, the Property may be sold in one or more parcels, at Lender's option, and without obligation to have the Property marshalled. The proceeds of any such sale shall be applied as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, and reasonable attorneys' fees;

SECOND, to the payment in full of the Obligations in such order as Lender may elect;

THIRD, to discharge junior liens, if the Court so directs; and

FOURTH, the remainder, if any there shall be, shall be paid to Borrower or to Borrower's successors or assigns.

In the event there is a foreclosure sale hereunder and at the time of such sale the Borrower or the Borrower's successors or assigns are occupying the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy at sufferance, terminable at will of either landlord or tenant, at a reasonable