

d) Voluntary Bankruptcy, Dissolution, Etc..

If mortgagor or any guarantor or general partner of mortgagor shall (a) voluntarily be adjudicated bankrupt or insolvent, (b) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (c) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (d) make a general assignment for the benefit of creditors, or (e) admit in writing its inability to pay its debts as they mature.

e) Involuntary Bankruptcy, Etc.

If a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the general partners of mortgagor, or any guarantor, as applicable, a receiver or trustee for it for all or any part of its property or approving a petition filed against it seeking relief under the bankruptcy or other similar laws of the United States or any state or other competent jurisdiction, and such order, judgment or decree shall remain undismissed or undischarged for a period of sixty (60) days.

f) Default Under Other Liens.

A default shall occur under a junior, subordinated or senior mortgage, or other lien on the Mortgaged Property or any part thereof (without hereby implying mortgagee's consent to any such senior mortgage or other senior lien). Mortgagor shall, within five (5) business days of receipt of notice from other than mortgagee of any such default, furnish mortgagee written notice of same and failure so to do shall also be an Event of Default.

g) Condemnation.

If a governmental authority condemns all or any portion of the Mortgaged Property in an eminent domain proceeding, and if mortgagee, in its reasonable discretion, determines that such a taking will materially adversely affect its security.

DEFAULT AND FORECLOSURE5. Remedies.

If an Event of Default shall occur under Section 4 hereof or under subparagraph (f) of the Uniform Commercial Code Section hereof, and, after receipt of written notice from mortgagee, mortgagor fails to cure such Event of Default within ten (10) days in the event of a monetary default, and within thirty (30) days in the event of a non-monetary default, provided that if any non-monetary default is of a type that cannot reasonably be cured within such thirty (30) day period, mortgagor shall have an additional thirty (30) day period, provided that mortgagor commences during the same within such initial thirty (30) day period and proceeds diligently, subject to unavoidable delays, to complete the same, mortgagee may, at its option, exercise any or all of the following remedies and rights:

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