

herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

19. The mortgaged premises and the debt related thereto shall not be transferred, assumed, assigned, or any duties related thereto delegated by any party without the express written consent of the lending Bank.

20. Additional grounds for default. In addition to those default provisions set out above, default shall also constitute the following acts by Borrowers or Guarantors:

(A) A breach or failure of any provision in the loan commitment letter dated April 28, 1981 which is not remedied within ten (10) days after written notice from the Bank;

(B) Insolvency, bankruptcy, whether filed or by adjudication or any suspension of business;

(C) Any default whatsoever under any other credit accommodation extended by the Bank to the Borrower and/or Guarantors, jointly or severally.

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