

6.3 False Representation. If any representation, warranty or statement made by Mortgagor, Guarantor or others in, under or pursuant to the Security Documents or any affidavit or other instrument executed in connection with the Security Documents shall be false or misleading in any material respect as of the date hereof or shall become so at any time prior to the repayment in full of the Indebtedness and the same is not cured within twenty (20) days after notice to Mortgagor thereof.

6.4 Voluntary Bankruptcy. If Mortgagor or any Guarantor or, if Mortgagor or any Guarantor is a partnership, joint venture, trust or other type of business association, if any of the parties comprising Mortgagor or any Guarantor shall (a) voluntarily be adjudicated as bankrupt or insolvent, (b) file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation or reorganization, (c) make a general assignment for the benefit of its or his creditors, (d) have an order for relief entered under the Federal Bankruptcy Code with respect to it or him, (e) convene a meeting of its or his creditors, or any class thereof, for the purpose of effecting a moratorium upon or extension or composition of its or his debts, (f) fail to pay its or his debts as they mature, (g) admit in writing that it or he is generally not able to pay its or his debts as they mature or generally not pay its or his debts as they mature, or (h) become insolvent.

6.5 Involuntary Bankruptcy. If (a) a petition is filed or any case or proceeding described in Paragraph 6.4 above is commenced against Mortgagor or any Guarantor, or, if Mortgagor or any Guarantor is a partnership, joint venture, trust or other type of business association, against any of the parties comprising Mortgagor or any Guarantor, or against the assets of any such persons or entities, unless such petition and the case or proceeding initiated thereby is dismissed within thirty (30) days from the date of the filing, (b) an answer is filed by Mortgagor or any Guarantor, or, if Mortgagor or any Guarantor is a partnership, joint venture, trust or other type of business association, by any of the parties comprising Mortgagor or any Guarantor, admitting the allegations of any such petition, or (c) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Mortgagor or any Guarantor, or, if Mortgagor or any Guarantor is a partnership, joint venture, trust or other type of business association, of any of the parties comprising Mortgagor or any Guarantor, a custodian, trustee, agent or receiver for it or him, or for all or any part of its or his property, or authorizing the taking possession by a custodian, trustee, agent or receiver of it or him, or all or any part of its or his property unless such appointment is vacated or dismissed or such possession is terminated within thirty (30) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Mortgagor or any Guarantor, or, if Mortgagor, or any Guarantor is a partnership, joint venture, trust or other business association, of any of the parties comprising Mortgagor or any Guarantor, by such custodian, trustee, agent or receiver, other than in the ordinary course of the business of Mortgagor or any Guarantor.

6.6 Change of Ownership. If, without the prior written consent of Mortgagee (which consent may be granted or