

such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the indebtedness secured hereby. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the indebtedness secured hereby, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

(18) Default. Mortgagor shall be in default hereunder if Mortgagor shall default in the prompt payment when due of the indebtedness secured hereby, or any part thereof whether by acceleration or otherwise; or shall fail to keep and perform any of the covenants or agreements contained herein or in any writing delivered to Mortgagee in connection with the indebtedness secured hereby; or if any statement, representation or warranty in the Note, this Mortgage or in any writing delivered to Mortgagee in connection with the indebtedness secured hereby is false, misleading or erroneous in any material respect; if title to all or any part of the Mortgaged Property (other than obsolete or worn Personal Property replaced by adequate substitutes equal or greater in value than the replaced items when new) shall become vested in any party other than Mortgagor, whether by operation or law or otherwise without the prior written consent of Mortgagee, which may be withheld in Mortgagee's sole discretion; or if there is any change in ownership, make-up or composition in Mortgagor, other than a change in the limited partners ownership of Mortgagor of fifty percent (50%) or less, without the prior written consent of Mortgagee; Mortgagor grants any easement or dedication, files any plat, or enters into any lease which affects the Mortgaged Property; if Mortgagor dissolves, liquidates, or (if corporate Mortgagor) merges with or is consolidated into any other corporation, or if there is a default by any general partner under the Mortgagor's partnership agreement; if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if there is any default under any such lien or security interest or the debt secured thereto; or if Mortgagor, or any person liable for the indebtedness secured hereby, or any part thereof, including any guarantor or surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy; makes an assignment for the benefit of any creditor, is granted relief as a debtor or insolvent; admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of Mortgagor or of any such guarantor or surety or of all or a substantial part of its assets; takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing; files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Mortgagor or any such guarantor or surety, in any bankruptcy, reorganization or other insolvency proceedings; institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of Mortgagor or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the rights or powers of Mortgagee granted in the Note, this Mortgage or in any other instrument evidencing or securing the indebtedness secured hereby; or if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of Mortgagor or of any guarantor or surety or of all or any substantial part of the assets of Mortgagor or of any such guarantor or surety or if Mortgagor or any guarantor or surety shall fail to pay any money judgment against it at least ten (10) days prior to