

insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Mortgagor, or any substantial part of the Premises or of any or all of the income, rents, issues, profits or revenues thereof unless such petition shall be dismissed within 60 days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(viii) Mortgagor is liquidated or otherwise terminated; or

(ix) Mortgagor fails to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage [other than any such failure set forth in Subparagraphs (i) through (viii) above] or in any other instrument given with respect to the Secured Indebtedness, which failure shall continue for thirty (30) days after delivery of notice of the failure from Mortgagee to Mortgagor; provided, however, if such failure practically cannot be cured within that thirty (30) day period, then for such period of time as reasonably shall be necessary to promptly commence and diligently prosecute to completion the cure of the failure; or

(x) Failure by Mortgagor in observing or performing any term, covenant or condition of either of the Prior Mortgages or a default or an Event of Default occurs under either of the Prior Mortgages; provided, however, a waiver of any such failure, default or Event of Default by the holder of a Prior Mortgage, whichever holder is entitled to waive such matter, or the cure by Mortgagor of such failure, default or Event of Default and the acceptance thereof by the holder of a Prior Mortgage, whichever holder is entitled to accept such cure, will automatically result in the cure of that particular Event of Default under this Paragraph 10(x); or

(xi) Failure by Mortgagor to make any payment into the Sinking Fund (as hereinafter defined) as and when due;

then and thereupon Mortgagee may do any one or more of the following:

(a) During the continuance of any such Event of Default, Mortgagee may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and immediately be due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding, and this Mortgage may be foreclosed;

(b) During the continuance of any such Event of Default, Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude Mortgagor, its agents and servants wholly therefrom; and may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, and upon every such entry, Mortgagee, at the expense of the Premises, may from time to time, either by purchase, repairs or construction, maintain and restore the Premises, of which it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the Premises, Mortgagee may make all necessary or