

(vi) the failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Premises;

(vii) if, on application of the Mortgagee, two or more fire insurance companies lawfully doing business in the county and state where the premises are located and issuing policies upon property located in said county refuse to issue policies insuring the Improvements on the Realty;

(viii) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, machinery and/or equipment permanently affixed to the Realty and Improvements covered hereby, unless the same are promptly replaced by similar fixtures, machinery and equipment at least equal in quality, utility, value and condition to those replaced, free from all chattel mortgages or encumbrances thereon and free from all reservation of title;

(ix) in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes;

(x) if the Mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this indenture or in the Note or in the Building Loan Agreement;

(xi) if Mortgagor refuses to permit the Mortgagee, its agents or employees, to inspect the Premises;

(xii) the appointment, by order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Premises or any part thereof, or of the Mortgagor;

(xiii) the filing by or against the Mortgagor of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the federal Bankruptcy Act or any similar law, federal or state, or if by a decree by a court of competent jurisdiction the Mortgagor shall be adjudicated a bankrupt or declared insolvent, or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or receivers of all or any part of the Premises; or