

(g) If all or a substantial part of THE MORTGAGED PROPERTY shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently.

(h) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely this Mortgage or the indebtedness or other sums secured hereby, unless the Mortgagor shall have made payments as required in paragraph 1.04.1(c) above.

(i) Default by the Mortgagor under any agreement or obligation of the Mortgagor (with respect to all or any portion of THE MORTGAGED PROPERTY, or any other documents or instruments securing any other indebtedness of the Mortgagor to the Mortgagee), if such default is not cured within any grace period permitted therein and if such default permits the holder to cause such obligation to become due prior to its stated maturity. The Mortgagor shall notify the Mortgagee in writing of the occurrence of such default, specifying the nature of such default.

(j) Any failure by the Mortgagor to produce receipts pursuant to, or the Mortgagor's entering into an agreement contrary to, the provisions of paragraph 1.17.

(k) If the Mortgagor shall use the Mortgagee's name or the name of any person, firm or corporation controlling, controlled by or under common control with the Mortgagee in connection with any of the Mortgagor's activities, except as such use may be required by applicable law or regulation of any governmental body, or by any financing institution with which the Mortgagor may be doing business.

(l) If any tenant of the Mortgagor who controls, is controlled by, or is under common control with the Mortgagor assigns or sub-lets or terminates its lease of the part of THE MORTGAGED PROPERTY leased to it unless in any such case the Mortgagor shall have obtained the Mortgagee's prior written consent to any assignee or sublessee or to any new lease with a replacement tenant in accordance with the provisions of paragraph 1.11.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

2.03 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the indebtedness and other sums secured hereby shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety, or in separate lots or parcels,