

the purposes of this subparagraph the sale, transfer or conveyance of a "material" part of any such property shall be deemed to be the sale, transfer or conveyance hereafter of any such property having a fair market value for any single transaction of more than 10% of such Guarantor's gross tangible assets, or an aggregate fair market value for all such transactions during the term hereof of more than 25% of such Guarantor's gross tangible assets.

21. Right to Cure Defaults. If default in the performance of any of the covenants of Mortgagor herein occurs, Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to Mortgagor or any person in possession thereof holding under Mortgagor. If Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, the cost and expense thereof (including reasonable attorney's fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by Mortgagor to Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such default or in appearing in, defending, or