

(c) If either Mortgagor or any guarantor is adjudged a bankrupt or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency and not discharged within sixty (60) days thereafter, same shall constitute an Event of Default of Mortgagor.

(d) Subject to paragraph (e) below, default by Mortgagor under the Permanent Loan, Interim Loan or Gap Loan (other than arising out of the acts of Mortgagee, including bankruptcy or insolvency) or any other documents or instruments securing any other indebtedness superior hereto, 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. Mortgagor shall notify Mortgagee in writing of the occurrence of such default, specifying the nature of such default.

(e) Anything herein contained to the contrary notwithstanding, so long as Mortgagee shall be the manager of the Mortgaged Property pursuant to the "Management Agreement" between Mortgagor and Mortgagee dated concurrently herewith, Mortgagor shall not be deemed in default for failure to perform any covenant which is the obligation of the manager under the Management Agreement or for Mortgagee's default as seller under the Agreement of Sale.

2.02. Acceleration of Maturity. If any Event of Default shall have occurred, Mortgagee may declare the vested principal amount of the Note, and the interest accrued thereon, to be due and payable immediately, and upon such declaration such vested principal and interest and other sums shall immediately become 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, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (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, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents.