

pass through or over the premises for the purpose of inspecting same to ascertain whether or not the provisions hereof are being complied with.

(b) That if Mortgagor shall fail to keep the premises and the buildings and improvements at good repair, Mortgagee may effect required repairs and the advancements therefor shall become a part of the indebtedness hereby secured as of and after the date of such advancements, payable on demand, and if not so paid, shall bear interest, until paid, at the rate of twelve per cent (12%) per annum.

WITH RESPECT TO CONVEYANCE OF TITLE TO, OR OTHER INTEREST IN, THE SECURITY PROPERTY:

That if Mortgagor shall convey, encumber, sell or otherwise transfer the herein described property or any portion thereof or any of the personal property and fixtures installed or placed therein or thereon, or any interest in said property, or if the title to same, or any portion thereof, or any interest therein, shall in any manner become vested in any person, firm or corporation other than Mortgagor, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld), such conveyance, encumbrance or transfer without said written consent shall constitute a default under the terms of this mortgage and Mortgagee, at its option, may then, or at any time thereafter, declare the indebtedness hereby secured immediately due and payable.

WITH RESPECT TO MORTGAGOR'S BANKRUPTCY OR OTHER INSOLVENCY:

That if any proceeding shall be instituted by or against Mortgagor, the purpose and intent of which is to cause Mortgagor to be declared a bankrupt, or other insolvent, and if such proceeding is not dismissed within sixty (60) days after the petition therefor is filed, or if Mortgagor shall make an assignment for the benefit of its creditors or otherwise take or submit to any action indicating an inability on Mortgagor's part to meet its financial obligations as they accrue, then in any such event, Mortgagor shall be deemed to be in default in the performance of its obligations to Mortgagee hereunder and, said Mortgagee may thereupon immediately, and without notice, declare the unpaid balance of the indebtedness hereby secured immediately due and payable; provided, that if at the time of the default, title to the security property is vested, with Mortgagee's approval, in a party or parties other than the insolvent, the default will be waived if (1) the party vested with title provides to Mortgagee such financial information with respect to said party as is required by Mortgagee, which information establishes to Mortgagee's reasonable satisfaction that said party would qualify, under Mortgagee's then-current underwriting standards, for a mortgage loan in an amount equal to the unpaid principal loan balance at the time of the default and (2) the party then vested with title immediately executes and delivers to Mortgagee an agreement, prepared by Mortgagee at the expense of said title holder, establishing or reconfirming (as appropriate) the title holder's unqualified, direct and personal liability for repayment of all of the secured indebtedness, principal and interest.