

(g) Commencement of any action to foreclose any lien other than the lien of this mortgage upon said premises or any part thereof including the fixtures and personal property covered hereby.

(h) If a Petition in Bankruptcy is filed by or against, or a levy be made under process on or a receiver be appointed for, the property of Mortgagor or any Endorser of the Note (and not dismissed at the time the advance is requested or within twenty (20) days after such Petition or appointment, whichever is sooner) or if Mortgagor or any Endorser makes an Assignment for the benefit of creditors or is adjudged insolvent by any court of competent jurisdiction or if any legal proceeding is brought against Mortgagor or any Endorser in which said Mortgagor or Endorser is alleged to be insolvent or unable to pay debts as they become due and such proceeding is not dismissed within thirty (30) days thereafter.

All of the foregoing covenants shall run with the land and bind the Mortgagor, its successors and assigns.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor does and shall well and truly pay or cause to be paid to the Mortgagee, its successors or assigns, or the holder hereof, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of said Note, and all sums of money provided to be paid by the Mortgagor, its successors or assigns, under the covenants of this Mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

In addition to the unpaid balance of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 (\$1,300,000.00) DOLLARS on the original note above mentioned, the within mortgage shall also secure all further loans, advances or indebtedness owed or to be owed by Mortgagor to Mortgagee. It is stipulated that the maximum amount of additional

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