

or in the event of Mortgagor's failure to perform (other than payment) any obligation hereunder or under the Notes which the Mortgagor does not commence in good faith to cure within twenty (20) days after receipt of written notice by Mortgage to the Mortgagor of such non-performance and completely cure within a reasonable time thereafter.

(b) The filing by the Mortgagor of a voluntary petition and bankruptcy or the Mortgagor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor's seeking or consenting or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any substantial part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due.

(c) The entry by a court of competent jurisdiction or an order, judgement or decree approving a petition filed against the Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgement or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any substantial part of the Premises or of any or all of the rents, revenue, issues, earnings, profits or income thereof without the consent or acquiescence of the Mortgagor, which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive).

2.02 Acceleration of Maturity

If an Event of Default shall have occurred, be continuing, and is not cured within the applicable time period as provided herein, the Mortgagee may declare the entire principal amount of the Notes then unpaid and the interest accrued thereon to be due and payable immediately, and upon such declaration, such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Notes.

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