- (a) Failure of the Mortgagor to make any payment required to be made by the Note secured hereby or by this Mortgage in accordance with the terms of the Note and this Mortgage;
- (b) Failure by Mortgagor to perform or observe any other covenant, obligation or agreement contained in this Mortgage, the Note, or any other documents or instruments delivered pursuant thereto, and which failure is not cured within any grace period permitted in such documents of instruments or where no grace period is specified within fifteen (15) days after written notice by Mortgagee to Mortgagor;
- (c) If by the order of a court of competent jurisdiction, a receiver of liquidator or trustee of the Mortgagor or of a substantial part of the Premises shall be appointed and shall have not been discharged within a period of sixty (60) days or if, by decree of such a court, the Mortgagor shall be adjudicated a bankrupt or any substantial part of its property shall be sequestered and such decree shall continue undischarged and unstayed for a period of sixty (60) days after the entry thereof or a petition to reorganize the Mortgagor pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended or pursuant to any other analogous statute applicable to the Mortgagor and shall not be dismissed within sixty (60) days;
- (d) If the Mortgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or a petition to take advantage of any insolvency act, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of Premises or shall consent to the filing of any bankruptcy, arrangement or reorganization petition by or against it under any provision of the bankruptcy law, or (without limitation of the generality of the foregoing) the Mortgagor shall file a petition or answer seeking an arrangement or reorganization of the Mortgagor pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended, or pursuant to any other analogous statute applicable to the Mortgagor as now or hereafter in effect;
- (e) Default by Mortgagor in the payment or performance of any other obligation that Mortgagor may have to Mortgagee;
- (f) Default by Mortgagor after the applicable cure period, if any, under that certain Subordinate Mortgage dated (2000) 5,483 in favor of Dollar Savings Bank of Pittsburgh, Pennsylvania, in the original principal amount of \$3,600,000.00.

## (g) Dissolution of Mortgagor.

Mortgagor shall have the right to cure a default under subparagraph 15(a), within ten (10) days after the default has occurred and further, Mortgagor shall have thirty (30) days after written notice to cure any defaults under subparagraphs 15(b), (c), (d), (e) above, if such default cannot be cured within the thirty (30) day period and if Mortgagor has immediately upon receipt of the notice commenced and is diligently prosecuting such cure, Mortgagor shall have an additional thirty (30) days to cure said default provided, however, that Mortgagor notify Mortgagee of the commencement of such remedial action and the requirement for the additional thirty (30) days. If the sixty (60) day period is insufficient to cure the default and if the Mortgagor is diligently prosecuting such cure, Mortgagor shall obtain the prior written consent of Mortgagee. The thirty (30) and sixtyy (60) day cure periods are not applicable if a longer cure period is provided herein.

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