

ARTICLE IVDefault and Rights and Remedies
of Mortgagee Upon Default

Section 4.01. Definition of Default. The terms "default" or "event of default," wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) failure to pay any installment of the principal or interest as set forth in the Note, within fifteen (15) days after the due date; or
- (b) a termination of the Lease for any reason or the occurrence of an event of default by Red Roof under the Lease; or
- (c) the occurrence of an event of default under the Loan Agreement; or
- (d) failure of Red Roof, for a period of thirty (30) days after notice, to comply with any other covenant, term, agreement or condition contained in the Note, this Mortgage or the Assignment of Rents; or
- (e) by decree of a court of competent jurisdiction, Red Roof or any guarantor of the Note (the "Guarantor") shall be adjudicated a bankrupt, or an order shall be made approving a petition or answer filed seeking reorganization or readjustment of Red Roof or Guarantor under the federal bankruptcy laws or other law or statute of the United States of America, or any state thereof, or by order of such a court, a trustee or a receiver shall be appointed of all or substantially all of the property of Red Roof or the Guarantor, or all or any part of the Mortgaged Property, and such decree or order shall have continued unstayed, on appeal or otherwise, and in effect for a period of sixty (60) days; or
- (f) the filing by Red Roof or Guarantor of a petition in voluntary bankruptcy, the making by Red Roof or Guarantor of an assignment for the benefit of creditors, the consent by Red Roof or Guarantor to the appointment of a receiver or trustee of all or any part of its property, the filing by Red Roof or Guarantor of a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or other law or statute of the United States of America, or any state thereof, the filing by Red Roof or