

6.1 Non-Payment of Indebtedness: If Mortgagor shall fail, refuse or neglect to pay, in full, any installment or portion of the Indebtedness within ten (10) days after the same shall become due and payable, whether at the due date thereof stipulated in the Security Documents, or by acceleration or otherwise.

6.2 Non-Performance of Obligations: If Mortgagor shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations as and when called for and such failure, refusal or neglect shall either be incurable, or, if curable, shall remain uncured for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor; provided, however, that if such default is curable, but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred if Mortgagor commences same within fifteen (15) days after such notice and thereafter diligently and continuously prosecutes the same to completion within forty-five (45) days after such notice.

6.3 Voluntary Bankruptcy: If Mortgagor or, if Mortgagor is a partnership, joint venture, trust or other type of business association, any of the parties comprising Mortgagor, shall: (i) voluntarily be adjudicated a bankrupt or insolvent; (ii) procure, permit, or suffer the voluntary or involuntary appointment of a receiver, trustee, or liquidator for itself or himself or for all or any part of its or his property; (iii) file any petition seeking a discharge, rearrangement, or reorganization of its or his debts, pursuant to the bankruptcy laws or any other debtor relief laws of the United States or any state or any other competent jurisdiction; (iv) make a general assignment for the benefit of its or his creditors; or (v) admit in writing its or his inability to pay its or his debts as they mature, and if the Mortgaged Property shall be subject to and the security interest hereunder shall be adversely affected by any of the matters of 6.3 (i), (ii), (iii) and/or (iv).

6.4 Involuntary Bankruptcy: If Mortgagor or any subsidiary shall: (i) discontinue business; or (ii) make an assignment for the benefit of creditors; or (iii) apply for or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official of all or a substantial part of its assets; or (iv) file a petition, answer or consent