

without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installments due on the indebtedness secured, without any charge for prepayment.

4. That the whole of the principal sum and the interest shall become due at the option of the Mortgagee: (a) after default in the payment of any installment of principal and/or of interest for five days; or (b) after default in the payment of any tax, water rate or assessment for ten days after notice and demand; or (c) after default after notice and demand either in assigning and delivering the policies of insurance herein described or referred to or in reimbursing the Mortgagee for premiums paid on such insurance, as herein provided; or (d) after default upon request in furnishing a statement of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided; or (e) after default for five days after notice and demand in the payment of any installment which may not be then due or delinquent of any assessment for local improvement which may now or hereafter affect the premises and may be or become payable in installments; or (f) upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the premises, except as permitted by Article 3; or (g) upon default in keeping in force the insurance required by Article 2; or (h) upon assignment by the Mortgagor of the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee; or (i) after default for thirty days after notice and demand in the removal of any Federal tax lien on the premises; or (j) upon default in the observance or performance of any other covenants or agreements of the Mortgagor hereunder; or (k) upon the election