

(e) Any claim of priority to this Mortgage by title, lien or otherwise being asserted in any legal or equitable proceeding.

(f) Any assignment made by Mortgagor or any of its partners for the benefit of creditors, or appointment of a receiver, liquidator or trustee of Mortgagor or any of its partners, or of any of Mortgagor's property, or the filing of any petition for the bankruptcy, reorganization or arrangement of Mortgagor, pursuant to the Federal Bankruptcy Act or any similar statute, or adjudication of Mortgagor as a bankrupt or insolvent, or liquidation or dissolution of Mortgagor or expiration or revocation of Mortgagor's charter.

(g) Failure of Mortgagor to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage, or in the note, or in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the secured indebtedness.

(h) Any change in or termination of the ownership (which is defined to include a change in the general partners of a limited partnership) of the Premises without Mortgagee's prior written consent in each such instance, which consent shall not unnecessarily be withheld. A consent to one such change in ownership shall not be deemed to constitute a consent to any subsequent change in ownership.

(i) Placing of any secondary financing upon the Mortgaged Premises by Mortgagor without Mortgagee's prior written consent in each such instance, which consent shall not unreasonably be withheld. A consent to one such secondary financing shall not be deemed to constitute a consent to any subsequent secondary financing.

(j) Failure by the Mortgagee to maintain during the life of the Mortgage not less than 140 on-site parking spaces for standard-size American automobiles.

(k) Failure by the Mortgagor or anyone holding by or through Mortgagor to operate the Mortgaged Premises in a first-class manner.

16. That if an event of default shall have occurred, Mortgagee may do any one or more of the following:

(a) Pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on secured indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment, without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the augmented rate as provided in the note, shall be added to and become a part of the secured indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.

(b) Declare the whole of the principal sum then remaining unpaid, together with all interest accrued thereon, immediately due and payable, without notice, and, in that event, said principal sum, together with all interest accrued thereon shall become immediately due and payable.