

or shall admit in writing its inability to pay its debts generally as they become due;

(vii) If a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Mortgagor or such guarantor seeking any reorganization, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver, or liquidator of Mortgagor or such guarantor or all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, shall be appointed without the consent or acquiescence of Mortgagee and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(viii) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property, or any judgment involving monetary damages shall be entered against Mortgagor or such guarantor which shall become a lien on the Property or any portion thereof or interest therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy;

(b) Upon the happening of any one or more of the aforesaid Events of Default set forth and provided for in the preceding paragraph 5(a) THEN AND THEREUPON, all indebtedness secured hereby shall, at Mortgagee's option and without further notice, become immediately due and payable and whether or not