

3.2 Failure by Borrower to duly observe any promise, representation or agreement included in this

3.3 Borrower files a petition in ordinary bankruptcy or under any of the chapter proceedings of the Federal Bankruptcy Act or any federal or state law, or Borrower makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or consents to appointment of a receiver or receivers of all or any part of any Property;

3.4 Any of Borrower's creditors files a petition under the Federal Bankruptcy Act seeking an adjudication of the bankruptcy of Borrower or the reorganization of Borrower, and such petition is not dismissed within thirty (30) calendar days after the date such petition was filed;

ARTICLE IV  
Foreclosure

4.1 Upon the occurrence of a default the entire principal balance of the Loan, including all accrued interest, shall, at the option of Lender, and without notice to Borrower, become immediately due and payable. Thereupon Lender may foreclose this Mortgage by judicial proceedings.

4.2 In a judicial proceeding for foreclosure of this Mortgage, Lender shall be entitled to collect all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

ARTICLE V  
General Conditions

5.1 The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns.

5.2 All notices required to be given hereunder shall be in writing and shall be deemed served twenty-four (24) hours after deposit in registered, certified or first-class United States mail, postage prepaid, and addressed to the parties at the addresses indicated on the first page hereof or such other addresses as may from time to time be designated by written notice given as herein required.

5.3 Invalidation of any one or more of the provisions of this Deed of Trust shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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