

date of the installments of principal, interest and other sums payable thereon, receipts or other evidence of payment thereof satisfactory to the Noteholder; (iii) not enter into any modification, amendment, agreement or arrangement with respect thereto and will not obtain any additional advances thereunder, without the prior written consent of the Noteholder, expressly including, but not in limitation of the foregoing, any such modification, amendment, agreement or arrangement pursuant to which the Borrower is granted any forbearance or indulgence (as to time or amount) in the payment of any principal, interest or other sums due in accordance with the terms and provisions of the Approved Prior Encumbrance; (iv) use its best efforts to obtain the agreement of the holder from time to time of any such Approved Prior Encumbrance to send the Noteholder copies of all notices; and (v) notify the Noteholder promptly of the receipt of any notice given by the holder of any Approved Prior Encumbrance.

1.19 Use of Noteholder's Name. Borrower shall not use the Noteholder's name or the name of any person, firm or corporation controlling, controlled by or under common control with the Noteholder in connection with any of the Borrower's activities, except as such use may be required by applicable law or regulation of any governmental body, or by any financing institution with which the Borrower may be doing business.

ARTICLE TWO

DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay (i) any periodic installment of interest or principal which shall become due and payable under the Note; or (ii) the outstanding principal balance on the Note, together with interest accrued thereon, at maturity or upon prepayment of the Note; or (iii) any deposits for taxes and assessments or insurance premiums when due hereunder; or (iv) any other sums to be paid by the Borrower hereunder or under any other instrument securing the Note, when due hereunder or thereunder.

(b) Failure by the Borrower to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the Note or executed in connection therewith.

(c) If any material inaccuracy shall exist in any of the financial statements, certificates or in any other information furnished by or to be furnished by the Borrower to the Noteholder pursuant to the provisions of this Mortgage or furnished or to be furnished to the Noteholder to induce the Noteholder to make the loan evidenced by the Note.

(d) Breach of any warranty or untruth of any representation of the Borrower or Guarantor contained in the Note, this Mortgage or any other instrument securing the Note.
the General Agreement

(e) If (i) a petition is filed by or against the Borrower, or any guarantor, co-maker or endorser of the Note seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) the Borrower, or any guarantor, co-maker or endorser of the Note seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income thereof, or (iii) the Borrower, or any guarantor, co-maker or endorser of the Note makes any general assignment for the benefit of creditors, or (iv) the Borrower, or any guarantor, co-maker or endorser of the Note is "insolvent", as hereafter defined; or (v) any trustee, receiver or liquidator of the Borrower or of all or any part of THE PROPERTY or of any or all of the rents or income thereof is appointed. For purposes of this paragraph, a person or entity shall be deemed to be insolvent if he or it is unable to pay its debts as they become due and/or if the fair market value of his or its assets do not exceed his or its aggregate liabilities.

(f) If all or any part of THE PROPERTY shall be taken through condemnation or if the value of THE PROPERTY shall be impaired by condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently.

(g) The entry by any court of last resort of a decision that an undertaking by the Borrower as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of deeds of trust or mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely this Mortgage or the indebtedness or other sums secured hereby.

(h) The occurrence of a default under any Approved Prior Encumbrance or under any other approved encumbrance affecting all or any portion of THE PROPERTY, or any other event permitting acceleration of the maturity of any indebtedness secured thereby or any other such default or event with respect to any other indebtedness of the Borrower to the Noteholder. The Borrower shall promptly notify the Noteholder in writing of the occurrence of any such default or event.

(i) Death of any individual Borrower or Guarantor.

ARTICLE THREE

REMEDIES

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Noteholder may declare without demand or notice the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

3.02 The Noteholder's Power of Enforcement. If an Event of Default shall have occurred, the Noteholder may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and recover judgment against Mortgagor for the indebtedness evidenced by the Note and secured by this Mortgage and to have THE PROPERTY sold as an entirety or in separate lots or parcels, under the judgment or decree of a