

(ii) Failure or default by the Mortgagor in the performance of any covenant, condition obligation or agreement contained in the Building Loan Agreement.

(iii) Failure or default by the Mortgagor (other than such failure as is referred to in paragraph 5(a)(i)(ii) above) in the due observance or performance of any covenant, condition, agreement, or obligation of Mortgagor under this Mortgage or under any other document evidencing or securing the subject loan, or under any tenant leases, at any time when such observance or performance is required, and if such failure or default remains uncured for more than thirty (30) days after the giving of written notice by Mortgagee to Mortgagor in the manner provided for in Paragraph 17 hereof; provided, however, that in the event such failure or default requires more than thirty (30) days for correction or cure and provided further that Mortgagor commences the correction or cure thereof within the said thirty (30) day period following the giving of such notice and is thereafter continuing with due diligence to effect such correction or cure, then Mortgagor shall have such additional period of time as may be reasonably agreed to by the Mortgagee; provided, further, however, if in Mortgagee's sole opinion any such failure or default requires immediate action to protect any of the collateral or security for the subject loan, Mortgagee shall have the right, but not the obligation to commence such correction or cure at Mortgagor's expense for Mortgagee's reasonable costs and expenses in connection therewith. Prior notice to Mortgagor shall not be a condition to the commencement of any such action by Mortgagee, but Mortgagee shall notify Mortgagor in writing promptly thereafter in each event of any such corrective or curative action it is taking in connection therewith.

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