

- (e) in any respect there shall be a material failure to perform Mortgagor's obligations under Section 2.10 or 2.11 hereof;
- (f) there shall be any breach of the other conditions or covenants set forth in this Mortgage Rider which shall exist for more than 5 Business Days;
- (g) any representation or warranty of the Mortgagor in §1.1, §1.2 or §1.5 hereof or in any certificate delivered hereunder shall prove to have been false in any respect (or, as to §1.3 or §1.4, any material respect) on the date when made; or
- (h) any default shall occur under the other Mortgage Instruments described in §3.6 hereof, beyond any applicable grace period;

then the holder shall have the right to declare the entire indebtedness of the Mortgagor under the Obligations forthwith due and payable; and, in any such case, the prepayment premiums, if any, which would have been applicable to a voluntary payment of the indebtedness at the time of such declaration by the holder shall be treated as a part of the indebtedness secured hereby and added to and become a part of the principal thereof.

§3.2. Remedies. Upon the occurrence of an Event of Mortgage Default the holder shall have all remedies provided in the printed form of Mortgage to which this Rider is attached, together with all other remedies now or hereafter permitted by law. No remedy herein conferred on the holder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

§3.3. Right of Holder to Cure Default. If an Event of Mortgage Default shall occur, the holder shall have the right, but without any obligation so to do, after 1 Business Day prior notice to the Mortgagor, to cure such default for the account of the Mortgagor and, to the fullest extent permissible according to law, apply any funds credited by or due from the holder to the Mortgagor against the

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