

Guarantor of a petition to take advantage of any debtor's act, or the admission by Red Roof or Guarantor, in writing, of its inability to pay its debts and obligations generally as they become due; or

- (g) if any final judgment, order or decree for the payment of money shall be rendered against Red Roof or Guarantor, and Red Roof or Guarantor, as the case may be, shall not discharge the same or cause the same to be discharged within thirty (30) days after the rendition thereof, or shall not appeal therefrom in such manner as to preclude or conclusively set aside the execution or levy under such judgment, order or decree; or
- (h) any representation or warranty made by Red Roof herein or by Red Roof or the Guarantor in any of the documents executed by Red Roof or the Guarantor pursuant to or in connection with this Mortgage shall prove untrue in any material respect as of the date of which the facts set forth are represented or warranted; or
- (i) any statement or certificate furnished by Red Roof hereunder or by Red Roof or Guarantor in connection with the Note shall prove to be untrue in any material respect as of the date of which the facts set forth are stated or certified.

Section 4.02. Possession by Mortgagee Upon Default - Restoration. Upon any event of default and if permitted by applicable law, the Mortgagor, upon written demand by the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property, and, whether or not the Mortgagor has so surrendered the property, the Mortgagee shall be, in its discretion, forthwith entitled, to the extent permitted by law, by its officers, agents or employees, immediately to enter into or upon and take possession of all or any part of the Mortgaged Property, shall have the right to manage the same and to operate, conduct and carry on the business of the Mortgagor and, in connection therewith and unless prohibited by the terms hereof or by law, to exercise