

may be added thereto or imposed by law for nonpayment thereof;

17.3 Failure of Mortgagor to keep and maintain the insurance required herein;

17.4 Failure of Mortgagor to perform or comply with any other covenant, agreement, term or condition of the Note or this Mortgage not specifically enumerated in this Paragraph 17 or of the Agreement of Sale and Purchase entered into by the parties hereto and dated the 17th day of September, 1984;

17.5 In the event (i) of the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets; or (ii) Mortgagor is adjudicated a bankrupt or insolvent, or Mortgagor files a voluntary petition in bankruptcy, or a petition to institute a debtor's case or proceeding, or admits in writing its inability to pay its debts as they become due; or (iii) Mortgagor makes a general assignment for the benefit of creditors; or (iv) Mortgagor files a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or (v) Mortgagor files an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, debtor or insolvency proceeding; or (vi) action shall be taken by Mortgagor for the purpose of effecting any of the foregoing; or (vii) any order, judgment or decree shall be entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Mortgagor's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days;

17.6 Failure of Mortgagor to abide by and comply with the terms and provisions of any mortgage superior to this Mortgage and encumbering the Property;

17.7 (i) Voluntary or involuntary sale, exchange, transfer, conveyance, contract to sell, contract for deed, further encumbering in any manner, or alienation of all or any part of the Property; provided, however, that the transfer by Mortgagor of the title to the Property to a limited partnership within sixty (60) days after the date of this Mortgage shall not be considered a transfer prohibited by this Paragraph (in the event that such a transfer takes place within said 60-day period, the limited partnership will be entitled to receive any notice required by this Mortgage to be given to Mortgagor by Mortgagee); (ii) leasing of any part of the Property other than in the ordinary course of business in its operation of the Property as a motor inn or hotel; (iii) changing, or permitting to be changed, the character or use of the Property, or any part thereof; (iv) Mortgagor being divested of title to said Property, or any part thereof or any interest therein, either voluntarily or involuntarily; or (v) if Mortgagor is a corporation, any change of an aggregate 20% or more of the shareholders;

17.7.1 Any such sale, conveyance, exchange or the like under Paragraph 17.7, without Mortgagee's consent or approval shall automatically cause the interest rate under the Note to be and become the Default Rate effective upon such event occurring and the monthly installments under the Note shall be accordingly increased by such interest rate increase, to result in interest under the Note being paid in the full amount charged and without any accrual thereof, plus unpaid principal under the Note shall be amortized on the basis of a 30-year loan and same shall thereafter be payable monthly with each such interest payment. The foregoing shall not be construed or implied to be a consent or approval by Mortgagee to any such act by Mortgagor under Paragraph 17.7;

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