- (a) Failure by Mortgagor to pay as and when due and payable any installment of principal, interest, or escrow deposits required by either this Mortgage, or the Wrap Note; or
- (b) Failure by Mortgagor to duly observe any other covenant, condition, or agreement of this Mortgage, or any Prior Encumbrance; or
- (c) A default by Mortgagor under the terms of the Collection Agreement; or
- (d) The filing by Mortgagor of a voluntary petition in bank-ruptcy, or Mortgagor's adjudication as a bankrupt, or insolvent, or the filing by Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, or Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver, or liquidator of Mortgagor, or of all or any substantial part of the Property, or any or all of the rents, revenues, issues or earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due.

Second: ACCELERATION OF MATURITY. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon, shall, at the option of Mortgagee, become due and payable upon the giving of five (5) days actual written notice to Mortgagor of a default involving the payment of a fixed sum, or thirty (30) days' actual written notice to Mortgagor of any other event of default, and the failure of Mortgagor to cure such default(s) within such periods. No omission on the part of Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

Third: RIGHT OF MORTGAGEE TO ENTER AND TAKE POS-SESSION.

(a) If an event of default shall have occurred and be continuing in excess of applicable periods for cure, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of