- (a) Any default that shall be made in the payment of the Note or any other sum secured by this Mortgage.
- (b) Breach or failure by Mortgagor to perform or comply with any term, covenant, condition, or agreement of the Lease, the Assignment of Rents or the other Loan Instruments.
- event of bankruptcy An (c) Bankruptcy") as to Mortgagor. Event of Bankruptcy as to Mortgagor means the entry of a decree or order by a court having jurisdiction in the premises for relief as to Mortgagor as debtor or bankrupt under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Mortgagor or a substantial part of its assets and such decree or order shall continue unstayed for ninety consecutive days; insolvency of Mortgagor as finally determined by a court proceeding; the commencement of a voluntary case by Mortgagor as debtor or bankrupt under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or the consent by Mortgagor as debtor or bankrupt to an order for relief in an involuntary case under any such law; the filing by Mortgagor of a petition or application to accomplish the same or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Mortgagor or a substantial part of its assets; commencement of any proceedings relating to Mortgagor under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by Mortgagor or by another, provided that if such proceeding is commenced by another, Mortgagor indicates its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by Mortgagor and has not been finally dismissed within ninety days.
- (d) The entry of any judgment against Mortgagor or the issuance or entry of any attachment or lien against the Property for an amount in excess of \$25,000, if not discharged, bonded or dismissed within thirty days.
- (e) An event of default under any other mortgage encumbering the Property.
- (f) Except for leases to tenants in the normal course of business, Mortgagor will not, without the prior written consent of Mortgagee, make, suffer or permit,