

(g) after failure, within 10 days after demand, to furnish a statement of the amount due on the note of this mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, as hereinafter provided;

(h) after the actual or threatened removal, demolition or alteration of any part of the premises or the equipment, except as provided in §§ 3 or 18 hereof, without the written consent of the mortgagee;

(i) after default in keeping in force the insurance required by § 2 hereof or in delivering renewal policies as required by said § 2;

(j) after any assignment by the mortgagor or the then owner of the premises or any part thereof of the whole or any part of the rents, issues, profits or income arising from the premises or the equipment or any part thereof without the written consent of the mortgagee;

(k) after any assignment made by the mortgagor or by the then owner of the premises or the equipment or of any part thereof for the benefit of creditors;

(l) after the appointment of a receiver, liquidator or trustee of the mortgagor or the then owner of the premises or the equipment or of any part thereof or of any other property or assets of such mortgagor or owner or the adjudication of such mortgagor or owner to be a bankrupt or insolvent, or the filing of any petition for bankruptcy, reorganization or arrangement of such owner pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of such owner for any reason whatsoever and, if such appointment, adjudication, petition or proceeding be involuntary and not contested by such owner, the failure to have the same discharged, stayed or dismissed within 60 days;

(m) after any default under any lease of any substantial part of the premises which default shall have continued for 30 days;

(n) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises or the equipment within 3 months from the issuance thereof unless such requirement, order or notice is currently being contested in good faith by appropriate proceedings;

(o) if the mortgagor fails to cure, within 10 days after notice and demand, any default in the performance of any conditional sale contract, conditional bill of sale, chattel mortgage or other security instrument on any part of the premises or the equipment or any default in the performance of any lease of any equipment used therein; or

(p) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage and such failure shall have continued for 10 days.

§ 5. In the event of any default in the performance of any of the mortgagor's covenants or agreements herein, the mortgagee may, at the option of the mortgagee, perform the same and the cost thereof, with interest at .7% per annum, shall immediately be due from the mortgagor to the mortgagee and secured by this mortgage.

If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the indebtedness secured thereby), to which action or proceeding the mortgagee is or becomes a party, or in which it becomes necessary to defend or uphold this mortgage, all sums paid by the mortgagee for the expenses of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees) shall, on notice and demand, be paid by the mortgagor, together with interest at the rate of .7% per annum, and any such sum and the interest thereon shall be a lien on the premises and equipment, prior to any right, title to, interest in or claim upon the premises and the equipment which shall attach or accrue subsequent to this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

§ 6. In the event of any default the mortgagee may, subject to applicable law, sell the premises and the equipment, at public or private sale, and apply the proceeds of such sale to the payment of the indebtedness secured hereby.

In case of a sale, the premises and the equipment, or so much thereof as may be affected by this mortgage, may be sold in one or more parcels.

§ 7. The holder of this mortgage, in any action to foreclose on this mortgage, shall be entitled to the appointment of a receiver, without notice and without regard to the adequacy of any security of the indebtedness.

§ 8. The mortgagor will pay all taxes, assessments, sewer rents or water rates and other charges now or hereafter assessed or which have become liens on or levied against the premises or the equipment or any part thereof before any penalty is payable with respect thereto; and, upon request of the mortgagee, the mortgagor will exhibit to the mortgagee receipts for the payment of all items specified in this Section prior to the date when the same shall become delinquent.

The mortgagor shall furnish to the mortgagee on or before May 1st. of each year a schedule of all such taxes, assessments, sewer rents, water rates and other charges for the year, together with the dates on which such payments may be made.

§ 9. Within 10 days after receipt of a request from the mortgagee, the mortgagor will furnish to the mortgagee or to anyone designated by the mortgagee a written statement, duly acknowledged, of the amount of principal and interest then due on the note or this mortgage and whether any offsets or defenses exist against the indebtedness secured hereby.

Within 30 days after the end of the first year in each of its fiscal years, the mortgagor will furnish to the mortgagee unaudited financial statements as of the close of such half year with respect to the premises and the bowling alley business conducted thereon, certified by the mortgagor or an officer thereof, having knowledge of the facts, which statements shall include a balance sheet as of the close of such half year and an income and profit and loss statement for such half year.

Within 60 days after the end of each of its fiscal years, the mortgagor will furnish to the mortgagee audited financial statements as of the end of such fiscal year with respect to the premises and the bowling alley business conducted thereon, certified by an independent public accountant acceptable to the mortgagee (or certified by the mortgagor or the Treasurer of the mortgagor (if a corporation), if and to the extent acceptable by the mortgagee),