

period required by specific provision of this Mortgage or, if no such period is so provided, by not later than five (5) days after written notice; or

(m) if the Mortgagor shall fail to comply with any other covenants or conditions contained in this Mortgage and, except with respect to failure to pay money, such failure shall continue unremedied for the period within which performance is required to be made by specific provision of this Mortgage, or, if no such period is so provided, for a period of ten (10) days after written notice thereof shall have been given by the Mortgagee (or if incapable, by reason of the nature thereof, of being remedied within ten (10) days, and if Mortgagor shall promptly commence and shall exercise diligence and continuous effort to remedy the same, then the continuance thereof unremedied for such number of days after such written notice shall have been given as shall be necessary with the exercise of due diligence and continuous effort to remedy the same); or

(n) if the Mortgagor shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy laws or any other applicable law; or

(o) if a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, liquidator, or trustee of the Mortgagor, or of the whole or any substantial part of the property or assets of the Mortgagor, or approving a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any other applicable law, and such order, judgment or decree shall remain unvacated, or not set aside, or unstayed, for an aggregate of thirty (30) days, whether or not consecutive, from the date of the entry thereof, or if, under the provisions of any other law for the relief or aid of debtors, any court of any competent jurisdiction shall assume custody or control of Mortgagor or of the whole or any substantial part of its property or assets, and such custody or control shall remain unterminated or unstayed for an aggregate of thirty (30) days, whether or not consecutive, from the date of assumption of each custody or control; or

(p) if judgment for Fifty Thousand (\$50,000) Dollars or over shall have been rendered against the Mortgagor which has not been discharged or bonded pending appeal within thirty (30) days from the entry thereof; or

(q) if any representation, warranty or state-

0 0 0 0

4328 RV.2