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- (f) If an "Event of Default" as defined in the Lease shall have occurred and be continuing; or
- (g) If any instrument included in the Granted Property shall be cancelled, terminated or discharged, or in any way amended or modified, or shall be hypothecated, by Lessor except as expressly provided for herein or therein; or
- (h) If by the order of a court of competent jurisdiction a receiver, trustee or liquidator (or other similar official) of the then owner of the Property shall be appointed or if by decree of such a court, the then owner of the Property shall be adjudicated a bankrupt or be declared insolvent and such order or decree shall not be vacated or set aside or stayed within 60 days after the entry thereof; or
- (i) If the then owner of the Property shall be dissolved, or shall file a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if such owner shall consent to the appointment of a receiver, trustee or liquidator (or other similar official) of such owner or of the Property or any part thereof, or if a petition or an answer proposing the adjudication of such owner as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, shall be filed in, and approved by, a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within 60 days from the entry thereof, or if such owner shall consent to the filing of such petition or answer; or
- (j) If final judgment for the payment of money or specific performance shall be rendered against the then owner of the Property and such owner shall not discharge the same or provide for its discharge in accordance with its terms or procure a stay of execution thereon within 60 days from the entry thereof, or shall not within said period, or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which said judgment shall have been granted, passed or entered and cause the execution thereof to be stayed during such appeal, and if on appeal such order, decree or process shall be affirmed and the then owner of the Property shall not discharge such judgment or provide for its discharge in accordance with its terms within 60 days after the entry of the order or decree of affirmance; or
- (k) If the Company or its assignee shall not actually receive directly from the Lessee any rent payable to the lessor under the Lease, or sums of money in respect thereof payable pursuant to the Assignment, within 5 days after notice shall have been given to the Lessee and Lessor that the same has become due, regardless of the reason for such nonreceipt.

**15. Remedies Upon Event of Default.** If an Event of Default has occurred and is continuing:

- (a) The Company may at its option at any time declare the Lessor's Note, to the extent not prohibited by law, the Applicable Premium and all other sums secured by this Mortgage immediately due and payable, and Lessor shall forthwith pay to the Company the entire unpaid principal of, premium, if any, and interest accrued on the Lessor's Note and all other sums secured by this Mortgage; but no failure to make such declaration shall waive or affect the Company's right so to do at any later time or for any other Event of Default.
- (b) The Company may enter upon the Property or any portion thereof, and may exclude Lessor therefrom; and having and holding the same, may use, operate, manage and control the Property and conduct business in connection therewith, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Company, at the expense of Lessor and from time to time, may maintain the Property and may insure and reinsure the same, as may seem to the Company to be necessary or advisable; and, at the expense of Lessor and from time to time, the Company may make all repairs, renewals, replacements, alterations, additions, betterments and improvements

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