

correction or cure and provided further that Mortgor commences the correction or cure thereof within the said thirty (30) day period following the giving of such notice and is thereafter continuing with due diligence to effect such correction or cure, then Mortgagor shall have such additional period of time as is reasonably necessary after the expiration of said thirty (30) day period to complete such correction or cure; provided, further, however, if in Mortgagee's sole opinion any such failure or default requires immediate action to protect any of the collateral or security for the subject loan, Mortgagee shall have the right, but not the obligation to commence such correction or cure at Mortgagor's expense for Mortgagee's reasonable costs and expenses in connection therewith. Prior notice to Mortgagor shall not be a condition to the commencement of any such action by Mortgagee, but Mortgagee shall notify Mortgagor in writing promptly thereafter in each event of any such corrective or curative action it is taking in connection therewith.

(iii) The tender or making knowingly of any misrepresentation or statement, certificate, schedule, or report furnished by Mortgagor to Mortgagee in connection with the subject loan which proves to be false or misleading in any material respect as of the time made or furnished.

(iv) Mortgagor, voluntarily or involuntarily, creating a lien or encumbrances on its interest in the Premises, other than the Permitted Title Exceptions as reflected upon Exhibit "D" attached hereto or as allowed hereunder or under the Amended Loan Agreement and fails to discharge the same on or before sixty (60) days after the date of the filing thereof.

(v) In the event (a) HMA sells or otherwise transfers its interest in the Premises, unless the successor

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