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where Borrower and Lender are adverse parties, unless awarded by the court so incurred or paid by Lender, shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. Any amount so disbursed by Lender, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

9. Estoppel Affidavits. Borrower, within ten (10) days after written request from Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Revolving Credit Note or the Term Note and any other unpaid sums secured hereby and whether or not any offsets or defenses exist against such principal and interest for other sums.

10. Events of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) An Event of Default under the Loan Agreement.

(b) A breach by Borrower of any of the covenants, agreements or conditions of this Mortgage.

(c) If Borrower files a voluntary petition in bankruptcy or is adjudicated as a bankrupt or insolvent or files any petition or answer seeking or acquiescing in any reorganization, manangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other release for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Property or makes any general assignment for the benefit of creditors or makes an admission in writing of its inability to pay its debts generally as they become due or a court of competent jurisdiction issues an order, judgment or decree approving a petition filed against Borrower or any guarantor or endorser of the Note seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the date of entry thereof, or any trustee, receiver or liquidator of Borrower or of all or any substantial part of the Property or of any or all of the rents, earnings, profits or incomes thereof is appointed without the prior written consent of Lender, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days.

(d) Material breach of any warranty or material untruth of any representation of Borrower contained in any note, this Mortgage, or any other instrument referred to in this Mortgage.

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