

(c) Failure by Mortgagor to duly observe or perform any term, covenant, condition, or agreement in any assignment of lease(s) or any other agreement given or made as additional security for the repayment of the Obligations; or

(d) Any warranty of Mortgagor contained in this Mortgage or in any other instrument, document, transfer, conveyance, assignment, or loan agreement given by Mortgagor with respect to the Obligations secured hereby proves to be untrue or misleading in any material respect; or

(e) The filing by Mortgagor of a voluntary petition in bankruptcy or Mortgagor's adjudication as a bankrupt or insolvent; or the filing by Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or Mortgagor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver, or liquidator of Mortgagor or of all or any substantial part of the Premises or of any or all of the rents, issues, profits, or revenues thereof; or the making by Mortgagor of any general assignment for the benefit of creditors; or the admission in writing by Mortgagor of its inability to pay its debts generally as they become due; or

(f) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other 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 (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver, or liquidator of Mortgagor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, issues, profits, or revenues thereof without the consent or acquiescence of Mortgagor, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(g) Failure of Mortgagor to duly observe or perform any term, covenant, condition, or agreement in the Financing Agreement and the continuance of such failure for any grace period expressly set forth therein.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare all Obligations including, without limitation, the outstanding principal amount of the Notes and all interest accrued thereon, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

4328 RV.2