

(i) Any claim of priority (other than that of the Prior Mortgages) to this mortgage by title, lien or otherwise is asserted in any legal or equitable proceeding;

(j) Mortgagor makes any assignment for the benefit of creditors, or a receiver, liquidator or trustee of Mortgagor or of any of Mortgagor's property is appointed or any petition for the bankruptcy, reorganization or arrangement of Mortgagor pursuant to the Federal Bankruptcy Code, or any similar statute, is filed, or Mortgagor is adjudicated a bankrupt or insolvent, or Mortgagor is liquidated or dissolved or its charter expires or is revoked;

(k) Mortgagor fails or refuses to permit Mortgagee, its agents, officers, employees or independent contractors, to enter upon or inspect the Premises at any reasonable time.

16. Upon the occurrence of an event of default, subject to the terms of the Prior Mortgage, Mortgagee may:

(a) If the default is for any payment provided for in the Note which is not paid within ten (10) days of when due; or if any other agreement, term or condition of this Mortgage is breached or in the event a default has occurred and such shall continue for more than thirty (30) days after written notice from Mortgagee to Mortgagor; or if the breach of any other agreement under this Mortgage which cannot reasonably be cured within thirty (30) days is not cured within a reasonable time, not to exceed sixty (60) days, after written notice from Mortgagee to Mortgagor, the Mortgagee may declare immediately due and payable the entire principal balance plus accrued interest under the Note and may foreclose this Mortgage in accordance with procedures established by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured; provided, however, that any default under the Prior Mortgage shall automatically, without notice, constitute a default hereunder, and Mortgagor shall only be permitted the same amount of time to cure any such default as it has under the terms of the mortgage which is in default, if any. When any such default under the Prior Mortgage is cured, and the mortgagee thereunder no longer may properly avail itself of its remedies for default thereunder, the corresponding default hereunder shall also be deemed to be cured.

(b) After giving notice and an opportunity to cure as described in paragraph 16(a) herein, apply any funds held by Mortgagee, paid by Mortgagor pursuant to paragraph 9 hereof, to the payment of the debt secured hereby in such manner as Mortgagee may elect.

(c) In the event of default, after notice and an opportunity to cure as described in paragraph 16(a) herein, Mortgagor expressly consents that a court of competent jurisdiction is authorized to appoint a receiver of the rents, incomes, issues and profits of or from the Premises, or of the Premises, or both, without further notice to Mortgagor. Mortgagee shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Premises as security for the debt secured hereby or the solvency of Mortgagor or any person or legal entity liable for the payment of all or any part of such debt.

17. In case of foreclosure under this mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Premises may be sold as an entirety or in one parcel or in separate parcels or portions in such manner or order as Mortgagee in its sole discretion may elect; and if Mortgagee so elects, it may sell the personal property covered by this mortgage at one or more separate