

agreement, oral agreement, tacit understanding or otherwise, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld with respect to any such changes which do not affect the economic terms thereof;

(f) Mortgagor fails to pay any installment of principal or interest or any part thereof as the same shall become due and payable under that certain 1983 Note executed by Mortgagor in favor of Mortgagee this date herewith in the original principal amount of \$700,000;

(g) The Premises are subjected to actual waste, or any part thereof is removed, demolished or materially altered without the prior written consent of Mortgagee;

(h) Mortgagor fails to remove, within thirty (30) days from the date of written notice thereof from Mortgagee, any lien or claim of lien (other than a federal tax lien) filed of record against Mortgagor or the Premises;

(i) Mortgagor fails to remove, within 30 days from the date of filing, any lien or claim of lien for unpaid federal income or other taxes;

(j) 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;

(k) 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;

(l) 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 Mortgages, Mortgagee may:

(a) If the default is for any payment provided for in the Note which is not paid within five (5) 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 Mortgages 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 any 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.