

reasonable attorneys' fees in connection with the curing of any such default or with any such suit or proceeding. If such amounts are not paid, they shall be included as part of the Obligations Secured and shall bear interest at the Default Rate from the dates of their respective expenditures. In any action or proceeding to foreclose this Mortgage, or to recover or collect the Obligations Secured, the other provisions of this Mortgage respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this Article.

17. Defaults. The happening of any one or more of the following events shall constitute a default on the part of Mortgagor:

(a) the failure to make payment of any instalment of principal and/or interest under the Note, when the same shall become due and payable, whether at the due date thereof or at a date fixed by acceleration or otherwise;

(b) the failure to pay any fees as required herein or in the Mortgage Commitment of Mortgagee or of the permanent lender if other than Mortgagee (the "Commitment");

(c) the failure on the part of Mortgagor to duly perform and observe any of the other terms, covenants or conditions required to be performed and observed by Mortgagor under this Mortgage, the Note or the Other Security Documents;

(d) any of the representations or warranties made by Mortgagor or Fee Owner herein or in any document delivered by Mortgagor or Fee Owner to Mortgagee pursuant to this Mortgage, the Note or the Other Security Documents proves to be incorrect in any material respect;

(e) Mortgagor has been declared to be in default in any payment of principal or interest on any other obligation for borrowed money or in the performance of any other term, condition or covenant contained in any instrument or agreement under which any such obligation is created and the effect of such declared default is to cause, or permit the holder of such obligation or a trustee or the holders of a specified percentage of such obligation to cause, such obligation to become due prior to its stated maturity;

(f) Mortgagor shall (i) voluntarily be adjudicated a bankrupt or insolvent; (ii) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of the Mortgaged Property, (iii) file a petition seeking relief under the bankruptcy or other similar laws of the United States or any state or any other competent jurisdiction, (iv) make a general