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- (d) The occurrence of an "Event of Default", as defined in the mortgages (other than this Mortgage) and other instruments which secure or which are pledged to secure the Note, or any default under any of said mortgages or other instruments; or
- (e) Failure by the Borrower to duly observe or perform any term, covenant, condition or agreement in any assignment of lease, assignment of rents or any other agreement or instrument given or made as additional security for the performance of the Note or this Mortgage or the Loan Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof to the Borrower; or
- (f) The filing by the Borrower of a voluntary petition in bankruptcy or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolutin 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 the Borrower's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or
- (g) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower 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 similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of thirty (30) days (whether or not consecutive).
- 2.02 <u>Acceleration of Maturity.</u> If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Lender, immediately become due and payable without notice or demand.
- 2.03 Lender's Right to Enter and Take Possession, Operate and Apply Revenues.
- (a) If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession, and if and to the extent permitted by law, the Lender itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and