- (i) The commencement by the Mortgagor of a voluntary case (or proceeding) under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other applicable federal, state or foreign bankruptcy, insolvency or other similar law; or the continued existence for more than ninety (90) days of an entry of a decree or order for relief by a court having jurisdiction in respect of the Mortgagor in any involuntary case (or proceeding) under federal bankruptcy laws, as now constituted or as hereafter amended, or under any other applicable federal, state or foreign bankruptcy, insolvency or other similar law; or the appointment of a receiver, liquidator, assignee, custodian, manager, trustee, sequestrator or similar official of the Mortgagor for any substantial part of any of its property; or the making by the Mortgagor, of any assignment for the benefit of creditors; or the failure of the Mortgagor generally to pay its debts as payment of such debts becomes due; or the taking of corporate or other action, or the adoption (by meeting, written consent or otherwise) of any resolutions of the Mortgagor, or its board of directors, to do or authorize any of the foregoing or in the furtherance of the foregoing, including, without limitation, the adoption of a resolution authorizing the commencement by the Mortgagor of a voluntary case (or proceeding) under the federal bankruptcy laws or any state or foreign bankruptcy or insolvency law.
- (j) The existence of any default under that certain mortgage, dated the date hereof, given by the Mortgagor to the Mortgagee, of that certain real property located in Windsor, Connecticut (the "Additional Mortgage").
- (k) The failure to perform, within fifteen (15) days after the giving of notice of such failure to perform, any of the other covenants, terms or agreements on the part of the Mortgagor to be performed under this Mortgage unless said performance cannot be completed within said fifteen day period in which case the Mortgagor shall have taken diligent steps to cure any such failure to perform. If Mortgagor shall cease taking steps to cure said default then no further notice of failure to perform shall be required and the Event of Default shall be deemed to have occurred.
- (1) If any representation made herein, in the Agreement or in any other instrument given to secure the indebtedness secured hereby, shall prove to be false in any material way or shall be found to omit any facts which, if included would have materially altered such representation.
- 3. (a) Upon the occurrence of any Event of Default:
- (i) The entire indebtedness secured hereby shall become immediately due and payable.
- (ii) The Mortgagee, in its sole and absolute discretion, may institute foreclosure or other proceedings or other actions as may be provided for herein or in the Agreement or permitted by law or as may be provided in any other document securing the Note.