

being contested) upon the assets or property of the Mortgagors;

- (5) The insolvency of the Mortgagors or of any one or more of them;
- (6) The happening of any act of bankruptcy by the Mortgagors or any one or more of them, or the filing by the Mortgagors or any one or more of them of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or under any other law or laws for the relief of or related to debtors;
- (7) The filing of any involuntary petition for bankruptcy against the Mortgagors or any one or more of them or the appointment of any trustee or trustees to take possession of the property of the Mortgagors or of any one or more of them unless such petition, appointment or taking possession is dismissed, set aside, or withdrawn or ceases within sixty (60) days from the date thereof;
- (8) Failure to keep the mortgaged property continuously insured against loss by fire and other hazards, casualties and contingencies in the manner and to the extent hereinabove provided;
- (9) Failure of the Mortgagors to continue their farming, logging, tie mill and sawmill businesses as going concerns;
- (10) Discovery by the Mortgagee of any false or fraudulent statement or representation made by the Mortgagors in or in connection with the aforesaid loan agreement or of any agreement amendatory or supplemental thereto or in substitution thereof.

(b) Upon the failure to perform any other of the terms, covenants, conditions and agreements of this indenture, or of any note or other instrument evidencing any of the indebtedness secured hereby, or of the aforesaid loan agreement or of any agreement amendatory or supplemental thereto or in substitution thereof within fifteen (15) days after demand made for such performance.

In the event of any action brought to foreclose this indenture by suit or otherwise or in any way involving this indenture, the Mortgagors promise to pay all expenses, including title report charges, if any, incurred by the Mortgagee, whether