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or injury to said premises shall be paid to it to the extent of the then unpaid balance of the indebtedness secured hereby. All awards in respect to any such taking or damage are hereby assigned to the Mortgagee which is hereby authorized to collect and receive the same and to give proper receipts and acquittances therefor and to apply the same toward the payment of the amount owing on the mortgage indebtedness, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee free, clear and discharged of any encumbrances of any kind or nature whatsoever. Any excess not applied to the mortgage indebtedness shall be paid to the Mortgagor.

9. That in case of any suit or proceedings at law or in equity wherein said Mortgagee shall be made a party by reason hereof, it shall be allowed and paid costs, charges, and attorneys' fees by said Mortgagor as the court may deem reasonable; and the Mortgagee may appear in and defend any action or proceedings purporting to affect the security hereof, and the Mortgagor will pay all costs and expenses, including reasonable attorney's fees in any such action or proceeding.

10. That in case the Mortgagor fails to pay taxes and assessments, or fails to deliver policy or policies and/or certificate or certificates of insurance as provided, or in case there exists any claim, lien or encumbrance on said premises, or any part thereof