

and retain such rents, issues and profits. (b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

The Mortgagor covenants and agrees that it will faithfully perform the lessor's covenants under present and future leases affecting the real property described herein, and to neither do anything nor neglect to do anything, nor permit anything to be done which may cause the modification or termination of any leases, or of the obligation of any lessee or persons claiming through lessee, or which may diminish or impair the value of any lease, or the rents provided for therein, or the interest of the Lessor or the mortgagee therein or thereunder, and to permit no assignment of any of said leases or any subletting thereunder, unless the right to assign or sublet is expressly reserved to the lessee by the lease.