

and specifications to be submitted to and approved by Mortgagee. If the Mortgagor or any lessee is obligated to restore and replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this mortgage, and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor or the lessee (whichever is obligated under the terms of the lease to accomplish the rebuilding and restoration) for the cost of rebuilding and restoring of the buildings and improvements on said premises, provided the Mortgagor is not then in default under this mortgage. In the event Mortgagee holds the proceeds to reimburse Mortgagor or any lessee for the costs of rebuilding and restoring the premises, then the proceeds of the award shall be paid out in the same manner as provided in Paragraph 4 hereof for the payment of insurance proceeds in reimbursement of the costs of rebuilding and restoration. If the amount of such award is insufficient to cover the cost of rebuilding and restoration, Mortgagor shall pay such cost in excess of the award before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding and restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect out of the proceeds of the award a premium on the amount prepaid at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date Mortgagor could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.



16. Upon payment in full of the indebtedness secured hereby and the performance by Mortgagor of all of the obligations imposed on Mortgagor herein and in the Note, these presents shall be null and void, and Mortgagee shall release this mortgage and the lien hereof by proper instrument executed in recordable form.

17. Any notice which either party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing, and service is made by the mailing of such notice by registered or certified mail, addressed to Mortgagor at its address given on the first page hereof, or to Mortgagee at 711 High Street, Des Moines 7, Iowa, attention Investment Service Department, or to such other place as either party hereto may by notice in writing to the other party designate as a place for service of notice.

18. That in case Mortgagee is made a party to any suit or proceedings at law or in equity by reason of its interest in the premises as evidenced by this mortgage, Mortgagor promises to pay to Mortgagee all reasonable costs, charges and attorney's fees incurred by Mortgagee in the preparation and trial of such suit or proceedings. Mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and Mortgagor promises to pay all reasonable costs, charges and attorney's fees so incurred. All sums expended or incurred by Mortgagee pursuant to this paragraph shall be secured hereby as so much additional indebtedness owing by Mortgagor to Mortgagee.

19. Notwithstanding anything herein or in the Note contained to the contrary, no provision contained herein and no provision contained in the Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum.