

(a) first, to the payment of the reasonable expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same;

(b) second, to the payment of reasonable attorneys' fees and other legal expenses;

(c) third, to the payment of accrued and unpaid interest on the Note;

(d) fourth, to the payment of the unpaid portion of the principal of the Note; and

(e) fifth, to the payment of all other indebtedness secured by this Mortgage.

Any surplus shall be paid to the party entitled to receive it.

#### VI. Condemnation

6.1 Assignment of Proceeds. Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to any award or payment in respect of (i) any taking of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (ii) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets or avenues, or for the taking of space or rights therein,