

(ii) or be paid to Mortgagor, on such terms as Mortgagee may specify, without thereby waiving or impairing any equity or lien, under and by virtue of this Mortgage, as a result of any such taking, alteration of grade, or other injury to the Property.

If, prior to the receipt by Mortgagee of such award or payment, the Property or any part thereof shall have been sold on foreclosure of this Mortgage or title shall have been transferred by any other means in enforcement of the lien hereof, Mortgagee shall have the right to receive such award to the extent of the Indebtedness remaining unsatisfied after such sale or transfer of title with interest thereon at the rate set forth in the Note and to receive the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award.

8. Mortgagor shall pay and discharge when the same shall become due any and all license fees or similar charges, together with any penalties and interest thereon, which may be imposed by the jurisdiction in which the Property is located for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Premises; and Mortgagor shall cure promptly any violation of law and comply with any order of said jurisdiction in respect of the Property or of the repair or replacement of the sidewalks or curbs in front of or adjoining the Premises provided however, that Mortgagor may contest any such fee or similar charge by any legally permissible means on the condition that Mortgagor deposit with Mortgagee at the beginning of said contest, an amount in cash equal to 150% of said contested sum and any penalties or interest that may be imposed and, in no event, to permit the Premises, or any part thereof, to be sold or forfeited for nonpayment of said sums, or to be in a non-rentable or uninhabitable condition.