

Mortgage by reason of the exercise of the right of eminent domain, by any one or any authority having such right, including any award or awards, whether for a taking of title or possession, and any award or awards for any change or changes of grade of streets affecting such premises, are hereby assigned to the Mortgagee; and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities or parties making the same, and to give proper receipts and acquittances therefor, and may, at the Mortgagee's election (1) apply the same or any part thereof upon indebtedness secured hereby; (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine; (3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Mortgagee; or (4) release the same or any part thereof to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind and nature whatsoever, excepting only the encumbrance of the said John Hancock Mutual Life Insurance Company to the extent, and only to the extent of any indebtedness outstanding in accordance with the aforesaid mortgage and note secured by said mortgage.

7. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the

O. R. B. 3.

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