

event of a default hereunder by the Mortgagor, such rents shall be collected by or at the direction and under the control of the Mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the Mortgagee elects, as and when the same shall become due and payable. For the purpose of carrying out the provisions of this numbered paragraph, the Mortgagor does by these presents constitute and appoint the Mortgagee, its successors or assigns, as the Mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the Premises, expressly authorizing the Mortgagee, its successors or assigns, to receipt tenants therefor, and does by these presents ratify and confirm any and all acts of such attorney-in-fact in relation to the foregoing.

9. ASSIGNMENT OF CONDEMNATION AWARDS That the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee, up to the amount of the total indebtedness secured hereby, all awards of damages arising and all other sums paid or which become payable in connection with the condemnation of all or any part of the Premises for public use or for injury to any part thereof by any governmental body, quasi-public authority, or public utility, and the proceeds of all such awards, after payment of all reasonable expenses incurred in recovering same, including fees for attorneys representing the Mortgagee in any proceeding in which any such award is made, shall be paid to the Mortgagee. Such awards shall include, without limitation, damages arising from the change of grade of any street, or the access thereto, the taking of air rights, damages caused by noise, temporary takings, or any other adverse condition. Notwithstanding any taking of all or any part of the Premises by eminent domain, or other injury to, or decrease in value of, the Premises by any governmental body, quasi-public authority, or public utility, the Mortgagor shall continue to pay