

of any such taxes so as to make it obligatory on the mortgagee to pay such tax or charge, then, the whole of the principal sum secured by this mortgage together with the interest accrued thereon shall at the option of the mortgagee become immediately due and payable, together with all sums paid or to be paid by mortgagee on account of this mortgage.

17. The failure of mortgagor as lessor to comply with any and all of the terms and provisions of any lease or leases assigned to mortgagee as security for the note secured hereby shall constitute a default hereunder. Mortgagor hereby agrees to also assign to mortgagee, at any time hereunder upon request of mortgagee, any leases specified by mortgagee in such request which affect all or any part of the hereindescribed property. Such assignments shall be executed promptly, shall be in such form as mortgagee shall require and shall be recorded at the expense of mortgagor. Further, if any lease which is assigned to mortgagee in a separate assignment of leases securing said note is terminated or expires, mortgagor agrees not to execute any lease covering all or any part of the property covered by the expired or terminated lease without obtaining mortgagee's prior written approval of said lease.

18. It is hereby understood and agreed that the waiver by mortgagee of any default in the note or this mortgage or any other instrument securing said note shall not constitute a waiver of any subsequent default or defaults.

19. That all monies and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting any portion of the property subject to this mortgage by reason of any condemnation, eminent domain, change of grade, or other proceeding shall be paid to the mortgagee and such monies and awards are hereby assigned to such mortgagee, and judgment therefor shall be entered in favor of such mortgagee, and when paid may, at the option of the mortgagee, (1) be applied, in whole or in part by mortgagee upon any indebtedness or obligation secured hereby, whether the same be matured or unmatured, and in such order as mortgagee may determine; (2) be used in whole or in part to replace or restore the property to a condition satisfactory to mortgagee; (3) be used in whole or in part to fulfill any of the covenants contained herein as the mortgagee may require; or (4) be released to the mortgagor; and the mortgagor hereby covenants and agrees, 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 monies and awards to the mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. Notwithstanding any other provision of this mortgage, and regardless of which option set forth in the immediately preceding sentence or set forth in paragraph 10 hereof, mortgagee exercises, in the event of any loss or damage referred to either in this paragraph 19 or in paragraph 10 hereof, mortgagor hereby covenants as part of the inducement to and as part of the consideration for mortgagee making the loan secured hereby, to promptly restore and rebuild the damaged improvements free and clear of all liens of every nature and in accordance with plans and specifications approved by mortgagee in writing, so that after such restoration and rebuilding the improvements on the land conveyed herein will as nearly as possible be in at least as good a condition (the term "condition" includes but is not limited to, the quantity, quality and value of all improvements located on such land) as that existing immediately prior to such loss or damage.

20. The mortgagor agrees not to set up or claim the benefit of curtesy or dower laws, or any exemption, moratorium or insolvency laws against any claim of the mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the note, or of this mortgage, or any other instrument securing said note, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.

B
3
6
0

4328 RV-2