

ble for such insurance or the collection of any insurance monies, or for the insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the Property conveyed hereby at any foreclosure sale held hereunder.

(b) All insurance proceeds shall be paid, and are hereby assigned, to Mortgagee and that Mortgagee shall have the option, in its sole discretion, of (i) applying all or any part of such insurance proceeds to any indebtedness secured hereby, without any prepayment premium or fee, in such order as Mortgagee may determine, or to the costs of restoring, replacing, or repairing the Property, or (ii) releasing all or any part of such insurance proceeds to the Mortgagor. Such application and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, nor shall any application of such proceeds to the costs of restoration, replacement, or repair of the Property or any release of such proceeds to Mortgagor be deemed a payment on any indebtedness secured hereby. Mortgagor hereby appoints Mortgagee attorney irrevocable of the Mortgagor to assign each insurance policy maintained pursuant to this paragraph 2 to the purchaser of the Property at any foreclosure sale held or occurring hereunder, provided, however, that for so long as the Shopping Center Agreements remain in effect such funds shall be made available and released upon terms satisfactory to Mortgagee to HMA, anything appearing herein or in any other loan document to the contrary notwithstanding.

3. To cause to be made, executed, acknowledged, and delivered forthwith upon the reasonable request of Mortgagee and at the cost of HMA, any and every deed or assurance in law and each and every other instrument or document which said Mortgagee