

and such monies and awards are hereby assigned to Mortgagee, and judgment therefor shall be entered in favor of Mortgagee, and when paid may, at the option of the Mortgagee, (a) 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, (b) be used in whole or in part to replace or restore the Property to a condition satisfactory to the Mortgagee, (c) be used in whole or in part to fulfill any of the covenants contained herein as the Mortgagee may determine, or (d) 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; 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.

2. By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its rights either to require prompt payment when due of all other sums so secured or to declare an Event of Default for failure so to pay within any applicable grace period.

3. At any time or from time to time, without liability therefor and without notice, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Mortgagee, upon Mortgagor's written request, may: join in granting any easement; or join in any extension agreement or agreement subordinating the lien or charge hereof (including