

indebtedness represented hereby shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Property taken or damaged under the power of eminent domain, and consents to the commingling of said award with the general corporate funds of Mortgagee. The Mortgagee may elect to apply such proceeds in reduction of the indebtedness secured hereby, whether due or not, except that if there is no default under terms of this Mortgage then in existence, no default under any lease of any part of the Property (after applicable grace periods contained in said lease have expired), and no lease has been terminated as a result of such condemnation, the proceeds shall be held by the Mortgagee (to be paid out in such order as it shall determine) and used to reimburse the Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the Property in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

Any and all costs and expenses and reasonable attorneys' fees incurred by the Mortgagee by reason of any condemnation, threatened condemnation or proceeding thereunder shall be secured hereby and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand or the Mortgagee may, at its option, deduct the same from any award assigned to the Mortgagee hereunder. The Mortgagor shall notify the Mortgagee at once of the commencement of condemnation proceedings of any character affecting the Property or any part thereof. In the event that the Property is wholly condemned, the Mortgagee shall receive from the Mortgagor and/or the proceeds of such condemnation proceedings, the entire indebtedness secured by the Mortgage.

8. Mortgagor covenants that it will not hereafter lease or enter into any agreement to lease any portion of the Property, or enter into or