

of the principal indebtedness and other sums to be paid by Mortgagor hereunder, whether or not then due and payable, together with interest thereon, or toward the alteration, reconstruction, repair or restoration of the damaged portion of the Mortgaged Premises or any portion thereof.

Mortgagor shall, at its own cost, keep the rental value of all buildings now or hereafter forming a part of the Mortgaged Premises insured against loss or damage by fire and other insurable casualties and hazards as Mortgagee may from time to time specify, in amounts at least equal to the respective gross rental value thereof under full occupancy for one year. Such rental insurance shall be effected by a policy or policies to be written by a company or companies approved by Mortgagee and in form approved by Mortgagee.

In the event the Mortgaged Premises or any part thereof shall be taken by condemnation or deed in lieu of condemnation, Mortgagee shall have the right to demand application of any award or compensation against the mortgage debt.

Notwithstanding any provision herein to the contrary, Mortgagor shall be allowed to use the proceeds of any insurance award for restoration of the Mortgaged Premises and Mortgagee shall not unreasonably withhold its consent to the use of any condemnation proceeds for such restoration, provided, in either event, the following conditions and agreements shall prevail with respect to such proceeds: (a) this Mortgage is not then in default; (b) all insurance or condemnation proceeds are made payable to Mortgagee for disbursement for services, materials, and other costs related to the restoration upon production of the following: (i) plans and specifications reasonably approved by Mortgagee; (ii) evidence that waivers of liens have been filed by all contractors for work for which payment is requested;

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