

Notwithstanding the foregoing, the provisions of this paragraph shall be controlled by the provisions contained in paragraph 12 of the Note.

(ii) All judgments, awards of damages and settlements made or resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but shall nor be required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards.

(iii) All right, title and interest of Mortgagor in and to any and all guaranties of, and amounts and deposits receivable from, the Leases.

Mortgagee may apply all sums, proceeds, funds and reserves described or referred to in paragraphs (i), (ii) and (iii) above, or any part thereof so received, after the payment of all expenses, including costs and reasonable attorneys' fees, to the Indebtedness (as hereinafter defined); provided, however, Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums, proceeds, funds or reserves.

In furtherance of the foregoing assignment, but subject to the provisions in paragraph 12 of the Note, Mortgagor hereby authorizes Mortgagee, upon the occurrence of any Event of Default,

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