

34. Payment Purchase Money Mortgage.

It is understood and agreed that the Note secured hereby was given in partial payment of the purchase price upon the purchase by Mortgagor of the Mortgaged Premises.

35. Mechanics' Lien.

Mortgagor shall not suffer or permit any mechanics' liens to be filed against the Mortgaged Premises, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Mortgaged Premises. If any such mechanics' liens shall at any time be filed against the Mortgaged Premises, Mortgagor shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. Nothing herein contained shall imply any consent or agreement on the part of Mortgagee to subject Mortgagee's estate to liability under any mechanics' lien law.

36. Condemnation.

If all or any part of the Mortgaged Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, to the extent not inconsistent with any Senior Mortgage, Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof and is authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such

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