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compensation awards, damages, claims, rights of action and proceeds and the right thereto, to the extent not inconsistent with any Senior Mortgage, are hereby assigned by Mortgagor to Mortgagee, who after deducting therefrom all its expenses, including reasonable attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage and may apply to same in such manner as Mortgagee shall determine, to the reduction of the sum secured hereby, and to any prepayment herein provided, and any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

37. Stamp Tax.

If at any time the United States Government, or any other federal, state or municipal governmental subdivision, shall require Internal Revenue or other documentary stamps or tax hereon or on the Note secured hereby, or shall require payment of the United States Interest Equalization Tax upon the Indebtedness, then the Indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of Notice of such election to Mortgagor; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee and Mortgagor does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

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