

the Mortgagee shall pay over to the Mortgagor the amount of such excess and provided, further, that until the actual vesting of title in such proceeding, the Obligations shall continue unimpaired.

(c) If there is a taking of (i) all or more than thirty (30) percent of the Property, or (ii) any portion of the Premises on which any Building is located, so long as such taking materially adversely affects the operation of the Mortgagor's business thereon, in any such proceeding and the Mortgagee does not accelerate the Obligations, then (A) the Mortgagor shall forthwith proceed with the restoration of the Building and the Building Equipment on the remaining portion of the Premises in accordance with the provisions of this Mortgage and shall continue to perform and observe all of the Obligations, throughout any period of restoration or reconstruction and until the Obligations are fully paid or performed and (B) the Mortgagee shall, so long as the Mortgagor shall not at the time be in default hereunder, make all or part of the Award available to pay or reimburse the Mortgagor for the cost of such restoration or reconstruction in a manner and on conditions reasonably satisfactory to the Mortgagee. Upon the completion of the restoration of the Building and Building Equipment, any portion of the Award not used for the restoration of the Building and Building Equipment shall, at the option of the Mortgagee, be applied in reduction of the Obligations, in such order of priority