

reconstruction, repair, or restoration of the premises, either to the portion thereof by which said loss was sustained or any other portion thereof. The Agent shall not be obligated to see to the proper application of insurance money paid over to the Mortgagor, and if the Agent receives and retains such amounts, the lien of this Mortgage shall be affected only by a reduction of the amount of said lien by the amount of such insurance money received and retained by the Agent.

5. If default shall be made in the payment of said Indebtedness or other sums secured hereby or any part thereof, or if default shall be made in the performance of any covenant or agreement of this Mortgage or the Loan Agreement, Agent shall have the right, forthwith and without notice, to the appointment of a receiver by a court of competent jurisdiction who shall be entitled to enter into and upon the premises, to take possession thereof and of the Building Equipment, whether the same shall be then occupied as a homestead or not, and to collect said rent, issues, revenues, proceeds, income and profits, regardless of the adequacy of the security for the payment of the Indebtedness and other sums secured hereby or the solvency of Mortgagor, Mortgagor hereby covenanting that the appointment of such a receiver by a court of competent jurisdiction, regardless of the adequacy of the security or the solvency of Mortgagor, shall be a matter of right to Agent. All net income, after payment of any collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Agent as permitted in this Mortgage or in the Loan Agreement or in reduction of any Indebtedness and other sums hereby secured, including interest thereon, in such manner or proportion as Agent may elect, and such application shall not cure or waive any default hereunder, unless Agent so consents.

6. Mortgagor, without first obtaining the written consent of Agent, shall not sell, convey, assign, transfer, mortgage, hypothecate, lease, grant a license with respect to or encumber the whole or any part of the premises or the Building Equipment.

7. All awards and payments heretofore and hereafter made for the taking of or injury to the premises, or any portion thereof, and the Building Equipment, or any portion thereof, whether such taking or injury be done