

premises, Mortgagee may apply the net proceeds to the payment of the indebtedness hereby secured, whether due or not, or the Mortgagee may require the improvements to be repaired or replaced by the use of said net proceeds.

7. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest at the rate set forth in the Note on the entire principal sum secured hereby until such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. Said award or payment may be applied in such proportions and priority as Mortgagee in Mortgagee's sole discretion may elect to the payment of principal, whether or not then due and payable, or any other indebtedness secured by this Mortgage and/or to payment to Mortgagor, on such terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property. If prior to the receipt by Mortgagee of such award or payment the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency if, at the sale in the foreclosure proceeding, the Mortgaged Property does not bring an amount sufficient to satisfy the mortgage indebtedness, with interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

8. That Mortgagor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the Premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the Premises in good condition and repair; and (iii) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions