

which adequate bonds shall have been obtained assuring the discharge of Mortgagor's obligation under this paragraph 3 to pay such debts, claims and other charges and any additional charges, penalty or expense arising from or occurring as a result of such contest.

4. Mortgagor shall provide and maintain non-contributory policies of fire insurance and such other insurance (including, without limitation, flood insurance if the premises are located in an area identified by the United States Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, but not including public liability insurance), upon the premises and the Building Equipment in such amounts, with such companies, for such periods and on such other terms as the Mortgagee may require, but Mortgagor shall not be required to provide insurance pursuant hereto with a deductible less than \$5,000 except for flood insurance. Mortgagor shall assign and deliver to Mortgagee with satisfactory mortgagee clauses certificates representing all insurance policies of any kind or in any amount now or hereafter issued upon the premises and the Building Equipment. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises or the Building Equipment caused by any casualty in excess of \$5,000. In the event of a default under this mortgage or the occurrence of an Event of Default under the Loan Agreement, full power is hereby conferred on Mortgagee to settle and compromise claims under all policies required hereunder and to demand, receive and receipt for all monies becoming payable thereunder and to assign all policies to any holder or holders of the Indebtedness and other sums secured hereby or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the Indebtedness and other sums secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee which, at its sole and absolute discretion, shall apply the same, wholly or partially, after deducting all costs of collection, including, without limitation, a reasonable attorney's fee, either as a payment on account of such part of the Indebtedness and other sums secured hereby as Mortgagee may elect, without affecting the amount or time for payment of the remaining

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