

restoring or rebuilding any part of the premises which may have been altered, damaged or destroyed as a result of any such taking, change of grade, or other injury to the premises, or for any other purpose or object satisfactory to the Mortgagee and the Mortgagor, but the Mortgagee shall not be obligated to see to the application of any amount paid over to the Mortgagor; provided, that in the event of a less than the total taking of the premises, Mortgagee shall make such awards available to Mortgagor for restoration on the same terms and conditions as stated in paragraph 4; and if prior to the receipt by the Mortgagee of such award or payment the premises shall have been sold on foreclosure of this mortgage, as between Mortgagor and Mortgagee, the Mortgagee shall have the right to receive said award or payment, and Mortgagor shall pay over to Mortgagee said award or payment as, if and when Mortgagor receives same, to the extent of any deficiency found to be due upon such sale, with legal 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 the Mortgagee in connection with the collection of such award or payment.

8. If the Indebtedness or any portion thereof be not fully paid when due (beyond any applicable grace periods) in accordance with the Note or if any of the other sums secured by this mortgage be not fully paid when the same become due and payable or if Mortgagor defaults in the performance or observance of any other obligation hereunder or under the Loan Agreement (beyond any applicable grace period), then in any and each such event, the aggregate of the Indebtedness and other sums secured hereby shall, at the option of Mortgagee, become due and payable immediately as fully and completely as if originally stipulated then to be paid and this mortgage shall be subject to foreclosure and such other action as may be available at law or in equity for the enforcement hereof and realization upon the premises and the Building Equipment. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended

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