

thereof, shall be condemned and taken under power of eminent domain, Mortgagor shall give immediate written notice to Mortgagee and Mortgagee shall have the right to receive and collect any proceeds of such insurance and all damages awarded by reason of such taking, and the right to such proceeds and damages is hereby assigned to Mortgagee who shall have the discretion to apply the amount so received, or any part thereof, toward the principal indebtedness due hereunder or toward the alteration, repair or restoration of the premises by Mortgagor.

8. ASSIGNMENT OF RENTS--Mortgagor hereby assigns to Mortgagee any and all rents or emoluments from the premises herein described and, in the event of any default hereunder, Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to enter upon and take possession of the premises or any part thereof, to rent same for the account of Mortgagor at any rent satisfactory to Mortgagee, to deduct from such rents or emoluments received all necessary and reasonable costs and expenses of collection and administration, and to apply the remainder on account of the indebtedness hereby secured.

9. APPOINTMENT OF RECEIVER--Mortgagee, immediately upon default herein, or upon proceedings being commenced for the foreclosure of this Mortgage, may apply ex parte for and as a matter of right be entitled to the appointment of a receiver of the rents and emoluments of the premises, without notice, and without reference to the value of the premises or the solvency of any persons or entities liable hereunder.

10. PRIOR ENCUMBRANCES--This Mortgage is made on the express condition that if the principal or interest of the debt secured by any prior mortgage or any lease on the same premises is in default or any of the conditions or covenants of the said prior mortgage or lease are broken and the lease or note secured thereby is in default, the whole sum of the principal and interest of the debt evidenced by the Note secured by this Mortgage shall, at the option of the holder of the Note secured by this Mortgage, become due and payable immediately and this Mortgage may be foreclosed at once.

11. DUE ON SALE--Subject to Paragraph 6(i), in the event Mortgagor conveys or attempts to convey to any other party a security interest in said premises, or any part thereof, without the written consent of the Mortgagee, or in the event Mortgagor shall sell or otherwise dispose of said premises, or any part thereof, without the consent in writing of the Mortgagee, the Mortgagee may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor

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