

damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Except as otherwise provided in the Leases, Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action, and proceeds of, or on account of, any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in, and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action, and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including, without limitation, attorneys' fees and disbursements, may release any monies so received by it without affecting the lien or security interest of this Mortgage, or may apply the same, in such manner as Mortgagee shall determine, to the payment of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage, the Loan Agreement or any other of the Loan Documents. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action, and proceeds as Mortgagee may require.

1.07 Care of Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove, demolish, materially alter, or materially change the use of any of the Improvements or any improvements constituting part of the Leasehold without the prior written consent of Mortgagee, except as provided in the Loan Agreement or any other document securing the sums secured hereby. Mortgagor shall not permit, commit or suffer any waste, impairment, or deterioration of the Mortgaged Property or of any part thereof and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.