

provision of this Mortgage, or (D) any change in title to or ownership of the Property, (3) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Mortgagee of written notice thereof, and (4) be reasonably satisfactory in all other respects to the Mortgagee. All insurance policies other than the policy required under clause (vi) of paragraph 6(a) shall provide that all insurance proceeds shall be payable to the Mortgagee. The Mortgagor shall not permit any condition to exist with respect to the Property which would wholly or partially invalidate any of the insurance thereon.

(b) The Mortgagee shall have the right but not the obligation, on behalf of the Mortgagor, to adjust and compromise any claims under such insurance, collect and receive the proceeds thereof and execute and deliver all proofs of loss, receipts, vouchers and releases in connection with such claims. The Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor for such purposes, and the Mortgagor shall, upon request of the Mortgagee, execute any proofs of loss, receipts, vouchers and releases in connection with such claims.

(c) The Mortgagee may deduct from the proceeds of the insurance required to be obtained by the Mortgagor pursuant to paragraph 6(a), other than the insurance required under clause (vi) thereof, any expenses, including, without lim-