

paid over to the appropriate Mortgagor by the Mortgagee; provided however, if Mortgagor is not in default hereunder, this Note or under any other document executed as security for the Note, Mortgagee agrees that the proceeds of such insurance may be used to repair and/or restore the Premises upon the written consent of Mortgagee. Such consent shall not be unreasonably withheld. All insurance proceeds used for such repair and/or restoration shall be paid to Mortgagee and administered by Mortgagee according to Mortgagee's standard administration procedures for construction loans. The Mortgagor hereby assigns to the Mortgagee, for the use and purposes aforesaid, all insurance required by this Mortgage and the proceeds thereof and hereby irrevocably appoints Mortgagee its attorney-in-fact to assign each policy in the event of foreclosure of this Mortgage. Mortgagor shall promptly notify the Mortgagee of any damage to or destruction of any part of the Premises, whether or not the same is covered by insurance, and shall furnish to the Mortgagee, upon request, a certificate signed by an authorized individual containing a detailed list of the insurance policies then outstanding and in force on the Premises. Not less than thirty (30) days prior to the expiration dates of each policy required of the Mortgagor pursuant to this Article, the Mortgagor will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this Article.

9. Mortgagor will pay all taxes which may be assessed upon this Mortgage, or said Note, or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor, as herein provided, to pay such tax or taxes is legally inoperative, then, all sums hereby secured, without any deduction, shall at the option of Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted. Mortgagor shall not be liable for any income tax or other tax based on the income of Mortgagee.

10. All awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right or access to a public way, or for any change of grade or streets affecting said Premises, are hereby assigned to the Mortgagee; and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the Mortgagee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use the same or any part to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) use the same or any part thereof to replace or restore the Premises to a condition satisfactory to the Mortgagee, or (4) release the same to the Mortgagor, and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of so assigning all such awards to the Mortgagee; provided however, if Mortgagor is not in default hereunder, the Note or under any other document executed as security for the Note, Mortgagee agrees that the proceeds from or any awards from a condemnation or eminent domain proceeding may be used to repair and/or restore the Premises, upon the written consent of Mortgagee. Such consent shall not be unreasonably withheld. All such condemnation proceeds or awards used for such repair and/or restoration shall be paid to Mortgagee and administered by Mortgagee according to Mortgagee's standard administration procedures for construction loans. The Mortgagee shall have the right to intervene and participate in any proceeding for and in connection with any taking referred to in this Paragraph, provided,

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