

(c) to use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee, and Mortgagee must give its prior written approval to the plans and specifications for any such replacement, repair or restoration; or

(d) to release the same to Mortgagor.

(iii) The provisions of Paragraph 4.3 notwithstanding, the proceeds of such awards shall be released to Mortgagor, on such terms as Mortgagee shall determine to protect the amount and validity of the lien granted hereunder, for the purpose of repairing or restoring the Mortgaged Property, provided (i) there is no Event of Default hereunder at the time of any such casualty and at the time the proceeds therefrom become payable; and (ii) such proceeds, together with other funds of Mortgagor, are sufficient to fully repair or restore the Mortgaged Property.

(iv) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances described in Paragraph 3.2(i) above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold upon the exercise of Mortgagee's remedies under this Mortgage, Mortgagee shall have the right to receive such award or payment 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 attorneys' and paralegals' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

5. ASSIGNMENT OF LEASES AND RENTS

5.1 All of the Rents arising from the Leases are hereby absolutely and unconditionally assigned, transferred and conveyed to Mortgagee as security for the payment of Mortgagor's Liabilities. Prior to the occurrence of an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Lease, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, in trust for the benefit of Mortgagee and Mortgagor, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of Mortgagor's Liabilities, before using any part of the Rents for any other purposes.

5.2 At all times, any of Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating