

the Lender, and the Lender is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by the Lender, in its own or in the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensations, awards, damages, claims, rights of action and proceeds and the rights thereto are hereby assigned by the Borrower to the Lender, and the Lender is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, the Lender may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Indebtedness, whether or not due and in whatever order the Lender elects, (ii) to the repair and/or restoration of the Premises and/or (iii) for any other purposes or objects for which the Lender is entitled to advance funds under this Mortgage, all without affecting the security interest created by this Mortgage, and any balance of such monies then remaining shall be paid to the Borrower or any other person or entity lawfully entitled thereto. The Borrower agrees to execute such further assignments of any such compensation, awards, damages, claims, rights of action and proceeds as the Lender may require. If, prior to the receipt by the Lender of such award or proceeds, the Premises shall have been sold on foreclosure of this Mortgage, the Lender shall have the right to receive such award or proceeds to the extent of any unpaid Indebtedness following such sale, with legal interest thereon, whether or

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