

then: (1) the Mortgagor shall forthwith proceed with the restoration of the Building and the Building Equipment on the remaining portion of the Premises in accordance with the provisions of this Mortgage and shall continue to perform and observe all of the Obligations, throughout any period of restoration or reconstruction and until the Obligations are fully paid or performed; and (2) the Mortgagee shall, so long as the Mortgagor shall not at the time be in default hereunder, make all or part of the Award available to pay or reimburse the Mortgagor for the cost of such restoration or reconstruction in a manner and on conditions reasonably satisfactory to the Mortgagee. Upon the completion of the restoration of the Building and Building Equipment, any portion of the Award not used for the restoration of the Building and Building Equipment shall, at the option of the Mortgagee, be applied in reduction of the Obligations, in such order of priority as the Mortgagee shall elect; provided, however, that to the extent that such portion of the Award shall exceed the amount required to release in full the then total amount of the Obligations, the Mortgagee shall pay over to the Mortgagor the amount of such excess. In no event shall the Mortgagee be required to release this Mortgage until the Obligations are fully paid, and the Mortgagee shall not be required to release from the lien of this Mortgage any portion of the Property so taken until the Mortgagee receives the Award for the portion so taken.

- (d) The application of the Award toward payment or performance of the Obligations shall not be deemed a waiver by the Mortgagee of its right to receive payment or performance of the balance of

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