

of greater than \$100,000.00, Lender may release any monies so received by it to the Borrower or may apply the same, in such manner as Lender shall determine, to the reduction of the Obligations secured hereby, in either case without affecting the lien of this Mortgage for the full amount secured hereby before such payment was made. Any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Lender may require. Notwithstanding any such condemnation, the Borrower shall continue to pay interest, computed at the rate provided in the Loan Documents, on the entire unpaid principal amount thereof.

1.06 Care of Property.

(a) The Borrower shall preserve and maintain the Property in good condition and repair. The Borrower shall not permit, commit or suffer any waste, impairment or deterioration of the Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no part of the Property shall be removed, demolished or altered, without the prior written consent of Lender. The Borrower shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Property as from time to time may become worn out or obsolete, provided that, except as otherwise provided in the Loan Agreement, either simultaneously with or prior to such removal, any such property shall be replaced with other property of equal utility and of a value at least equal to that of the replaced equipment when first acquired and free from any security interest of any other person and by such removal and replacement the Borrower shall be deemed to have subjected such replacement property to the lien of this Mortgage.

(c) The Lender may enter upon and inspect the Property at any reasonable time during the life of this Mortgage.

(d) If any part of the Property shall be lost, damaged or destroyed by fire or any other cause, the Borrower will give immediate written notice thereof to Lender and shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Property shall be lost, physically damaged, or destroyed through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender.

1.07 Further Assurances. At any time and from time to time, upon Lender's request, the Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to Lender and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further deeds of trust, instruments or further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Borrower under the Loan Documents and this Mortgage, and the lien of this Mortgage as a lien upon all of the Property, whether now owned or hereafter acquired by the Borrower. Upon any failure by the Borrower to do so, Lender may make, execute, record, file, re-record or refile any and all such deeds of trust, instruments, certificates and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the agent and attorney-in-fact of the Borrower to do so.