

vided in the Note. In any action or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

12. In the event of any Taking, the Mortgagor shall pay to the Mortgagee the amount by which (a) interest on the principal sum paid by the governmental authority having jurisdiction computed at the rate specified in the Note from the date of the Taking to the date of payment by said governmental authority, exceeds (b) the amount of interest actually paid by said governmental authority, and such excess shall be a lien on the Property and shall be deemed secured by this Mortgage.

13. If any one of the following events of default (a "Default") shall occur and be continuing:

(a) Failure to make any payment of the principal of or interest on the Note when due;

(b) Failure to make any other payment required hereunder within the period provided by specific provision in this Mortgage, or if no period is provided, within 5 days after notice thereof;

(c) Any representation made by the Mortgagor herein or in any other document delivered to the Mortgagee in connection with the transactions contemplated hereby shall prove to be incorrect in any material respect;

(d) Failure to perform or observe any covenant or agreement of the Mortgagor contained in paragraphs 4 or 5 hereof, except with respect to the failure to make any payments provided for therein, and such default shall not have been remedied within 10 days after notice thereof given to the Mortgagor by the Mortgagee;

(e) Failure to perform or observe any other covenant or agreement of the Mortgagor hereunder or under any other document delivered to the Mortgagee in connection with the transactions contemplated hereby and such default shall not have been remedied (i) within 30 days after notice thereof shall have been given to the Mortgagor by the Mortgagee, or (ii) if such default cannot be cured within said period of 30 days with the exercise of all due diligence and the Mortgagor proceeds to cure the same with

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