

by the Mortgagee of its right to receive payment or performance of the balance of the Obligations in accordance with the provisions of the Loan Documents. The Mortgagee shall have the right, but shall be under no obligation, to question the amount of the Award, and the Mortgagee may accept same without prejudice to the rights that the Mortgagee may have to question such amount. In any such condemnation or eminent domain action or proceeding the Mortgagee may be represented by attorneys selected by the Mortgagee, and all sums paid by the Mortgagee in connection with such action or proceeding (including, without limitation, attorneys' fees and disbursements) shall, on demand, be immediately due from the Mortgagor to the Mortgagee and the same shall be added to the Obligations and shall be secured by this Mortgage.

(d) Any reduction in the Obligations resulting from the application by the Mortgagee of the Award shall be deemed to take effect only on the date of such receipt.

9. Restoration. If: (a) the Buildings or the Building Equipment shall be damaged or destroyed, in whole or in part, by fire or other casualty, or by any taking in condemnation proceedings or the exercise of any right of eminent domain; and (b) the Mortgagee releases or agrees to release to the Mortgagor the proceeds of any insurance payable to the Mortgagee or the proceeds of the Award, less any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Mortgagee in obtaining same,