

premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Article 12; and that the mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the premises or any part thereof.

12. That upon any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, the mortgagor shall upon receipt of any award or payment therefrom, such award or payment may, at the option of the mortgagee, (i) be retained and applied by the mortgagee toward payment of the obligations then due and payable with the balance, if any, paid to the "Escrowee" following the expiration of one hundred (100) days after receipt of such money by the mortgagee, to be deposited by the "Escrowee" in the "Escrow Account" (such quoted terms having the meaning given to them in Agreement No. 1), or (ii) be paid over wholly or in part to the mortgagor for the purpose of altering, restoring or rebuilding any part of the premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the premises, or for any other purpose or object satisfactory to the mortgagee, but the mortgagee shall not be obligated to see to the application of any amount paid over to the mortgagor, provided, however, that in the case of a partial taking, if the mortgagor shall notify the mortgagee in writing within ninety (90) days after the receipt by mortgagee of such award that mortgagor