

policy, Mortgagee shall permit the Mortgagor to use such sum for purposes of repair, replacement, or rebuilding of the damaged or destroyed buildings and/or improvements if Mortgagor effects such repair, replacement, or rebuilding without impairing the lien of this Mortgage, otherwise Mortgagee may apply such sum to the Secured Indebtedness, without impairing the lien of this Mortgage.

(b) In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance with respect to all property conveyed and to be conveyed by this Mortgage, pursuant to the provisions of this Article 3.

4. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

5. Mortgagor shall faithfully perform the covenants of Mortgagor as lessor or lessee under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, 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, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury, or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment shall be paid to Mortgagor to be used by 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 Mortgagee, and Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor; provided, however, the part of any such award or payment in excess of that used by Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises as aforesaid shall be paid to Mortgagee to pay principal and interest on the Secured Indebtedness. If, prior to the receipt by Mortgagee of any part of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive any part of such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

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