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take possession of the Property, and collect the rents, income and profits, including a reasonable rental to be fixed by the Court in the event said Property is occupied by Mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, income and profits toward the payment of the debt secured hereby.

10. If Mortgagee or its assigns shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as mortgagee herein, then all expenses incurred by it in connection herewith, including reasonable attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable. Any award and all awards heretofore made and hereafter to be made by any governmental authority to the present and all subsequent owners of the Property covered by this Mortgage, including any award or awards whether for a taking of title to, possession of, or any interest in, the Property or any part thereof and any award or awards received for damages sustained by the Property or any part thereof or for any change or changes of grade of streets affecting said Property, are hereby assigned to Mortgagee or its assigns; and Mortgagee at its option, is hereby authorized, directed and empowered to collect and aaarduagxraxyarrdadaexarxrrexarerduexxaugxyarrdadaexarxrrexabtrau, xxxuaxapkxxarparxxaqxxqxraaraqxxuqxaxbanaraqxraxaqxraarxxuqxxaaayra the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable; and Mortgagor hereby covenants and agrees to and with Mortgagee upon receipt by Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. It is agreed that Mortgagor may negotiate a settlement with the condemning /OW authority provided, however, no agreement as to the amount of an award become final or binding unless consented to by Mortgagee in writing.

Il. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely Mortgagee, Mortgagor will promptly pay any such tax upon notice and demand from Mortgagee; if Mortgagor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Mortgagee if Mortgagor makes such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of Mortgagee.

12. At any time and from time to time, upon request of Mortgagee, Mortgagor will make, execute and deliver, or cause to be made, executed and delivered to Mortgagee, and where appropriate, will cause to be recorded or filed and from time to time thereafter, to be re-recorded or re-filed at such time and in such offices or in such places as shall be deemed desirable by Mortgagee, any and all such other and further Mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of Mortgagee, or its counsel be necessary or reasonably desirable in order to effectuate, complete and perfect, or to continue and preserve (a) the obligations of Mortgagor under the Note and this Mortgage, (b) the rights of Mortgagee hereunder, and (c) the liens created by this

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