

of its business. Mortgagor shall provide Mortgagee with all such policies, or with certificates of the insurers or of an insurance agency satisfactory to Mortgagee, showing that such policies are in force, ten (10) days prior to the expiration of said policies.

5.3 In the event of foreclosure of this Mortgage or transfer of title to the Property by any other means, all right, title and interest of Mortgagor in and to any insurance policies then in force and premiums thereon shall pass to the purchaser or grantee.

6. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the taking of the Property or any portion thereof by eminent domain, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings, and the Mortgagor from time to time shall deliver to Mortgagee all instruments requested by it to permit such participation.

7. Mortgagor assigns to Mortgagee all awards for any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property, to the extent of any remaining unpaid indebtedness under the Note, and notwithstanding any such taking, Mortgagor shall continue to pay interest at the rate provided in the Note until any such award or payment shall have been actually received by Mortgagee; any reduction in the principal sum resulting from the application by Mortgagee of such award or payment, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt. Such award may (i) be applied, in such proportions and priority as Mortgagee in its sole discretion may elect, to the reduction of principal, whether or not then due and payable, or to any other sums included in the indebtedness or (ii) be paid to Mortgagor on such terms as Mortgagee may specify, without thereby waiving or impairing any equity or interest under and by virtue of this Mortgage as a result of any such taking, alteration of grade or other injury to the Property.

7.1 If, prior to the receipt by Mortgagee of such award or payment, the Property or any part thereof shall have been sold by foreclosure of this Mortgage or title shall have been transferred by any other means in enforcement of the estate or interest of Mortgagee hereunder, Mortgagee shall have the right to receive such award to the extent of the indebtedness secured hereby remaining unsatisfied after such sale or transfer of title, with interest thereon at the rate set forth in the Note, together with the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award.

8. Mortgagor shall pay and discharge, when the same shall become due, any and all license fees or similar charges and all operating costs of the Property. Further, Mortgagor shall promptly cure any violation of law and comply with any order of governmental bodies having jurisdiction over the Property.

9. Mortgagor, from time to time when the same shall become due, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer charges and all other public charges, whether of a like or different nature, imposed upon or assessed against it or the Property, or any part thereof, or upon any income or profits derived from the Property or arising in respect of the occupancy, use or possession thereof.