

in the opinion of an architect or consulting engineer satisfactory to Mortgagee to alter, repair or restore the damaged portion of the premises to a condition at least as sound structurally as the damaged portion of the premises was in before such fire or other casualty, which alteration, repair or restoration shall be compatible with the existing buildings and improvements on the premises and which premises, after completion of such alteration, repair or restoration, shall be at least equal in value to the value thereof existing prior to such fire or other casualty, (ii) the alteration, repair or restoration can be accomplished in the opinion of said architect or consulting engineer within one hundred eighty (180) days following the fire or other casualty, and (iii) funds are available or will be generated during the period of alteration, repair or restoration to continue the operation of the premises and maintain the indebtedness secured hereby on a current basis, then, within the reasonable discretion of Mortgagee, the insurance proceeds will be made available for direct costs involved in such alteration, repair and restoration, which alteration, repair and restoration Mortgagor agrees to undertake immediately thereafter and to complete within such period of time.

8. ASSIGNMENT OF RENTS--Mortgagor hereby assigns to Mortgagee any and all rents or emoluments from the premises herein described and, in the event of any default hereunder, Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to enter upon and take possession of the premises or any part