

maining lawful and non-usurious portion or balance of said taxes.

5a. Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may reasonably require, but in no event higher than the full insurable value of the Mortgaged Property, insuring the Mortgaged Property against fire, extended coverage and such other insurable hazards, casualties and contingencies, as Mortgagee may reasonably require. Such policies may contain deductible provisions not to exceed \$10,000.00. The form of such policies and the companies issuing them shall be acceptable to Mortgagee in its reasonable judgment. All such policies and renewals thereof shall be held by Mortgagee and shall contain a non-contributory mortgagee endorsement making losses payable to Mortgagee. The coverage under such policies shall be limited to the Improvements now or hereafter located on the Mortgaged Property. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. Delivery of the insurance policies and renewals thereof shall constitute an assignment to Mortgagee, as further security, of all unearned premiums. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

b. Subject to the terms and provisions of each Senior Mortgage, Mortgagee shall be entitled to all proceeds from any insurance policies of or on account of any damage or loss to the Mortgaged Property or any portion thereof; it is hereby authorized at its option to adjust or compromise jointly with Mortgagor any loss under any insurance policy on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee. Any insurance proceeds received by Mortgagee shall, subject to the rights of the holders of each Senior Mortgage, be released to Mortgagor for use in the restoration or repair of the damaged property, as provided below.

c. Subject to the terms and provisions of each Senior Mortgage, all insurance monies recovered under any of the policies of insurance provided for in this Paragraph, in excess of \$200,000.00, shall be paid to Mortgagee to be held by Mortgagee, without interest, and disbursed in accordance with the provisions of this Paragraph to pay the costs of the restoration and repair of the damaged property ("the restoration"). Prior to the commencement of the restora-