

such form and amounts and issued by such companies, as Mortgagee may reasonably require.

6. Subject to the provisions hereof and of each Senior Mortgage and any other mortgage to which this Mortgage is subordinate, Mortgagee shall be entitled to all compensation awards, damages, rights of actions and proceeds of or on account of any damage or taking through condemnation of the Mortgaged Property or any portion thereof (which term shall include a transfer in lieu thereof) and is hereby authorized at its option to commence, appear in and prosecute jointly with Mortgagor any action or proceeding relating to any condemnation and jointly with Mortgagor to settle or compromise any claim in connection therewith. Subject to the provisions hereof, all such compensation awards, damages, claims, rights of actions and proceeds and any other payments or relief and the rights thereto are hereby assigned by Mortgagor to Mortgagee. Any sums received hereunder by Mortgagee shall be applied in the same manner as insurance proceeds pursuant to Paragraph 5c. above if the value of the Property can be restored by appropriate application of the proceeds. Otherwise, the proceeds shall be delivered to, and applied by Mortgagee on account of the indebtedness secured by the Note.

7a. Mortgagor shall not (a) construct or erect structures on the Land or additions or structural alterations to structures, (b) remove or demolish any building now or hereafter erected on the Land, (c) alter the facade, arrangement, design or structural character of buildings, or (d) make any repairs which involve the removal of structural parts or the significant exposure of the interior of any such buildings to the elements, without the prior written consent of Mortgagee, such consent not to be unreasonably withheld.

b. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of the Improvements, or any part thereof. Upon the failure of Mortgagor to keep same in good condition or repair, Mortgagee may demand the immediate repair of same or an increase in the amount of security. The failure of Mortgagor to comply with said demand of Mortgagee within thirty (30) days, shall constitute a breach of this Mortgage, and Mortgagee may, at its option, declare the whole sum secured by this Mortgage with interest accrued thereon to be immediately due and payable.

c. Except as otherwise provided in this Mortgage, no material part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable or obsolete; provided, that they are replaced immediately with similar items of at least equal value and utility, which are free from any encumbrances thereon and free from any reservation or retention of title thereto, and