

permit to be made any payment of rent under any present or future lease more than two months in advance, except sums collected for purposes of security deposits.

6. If all or substantially all of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at Mortgagee's option, become immediately due and payable. In case of a condemnation of less than substantially all of the Premises, subject to the rights of the holders of the Prior Mortgages, Mortgagee shall make available to Mortgagor the condemnation award (after deduction of the costs and expenses incurred by any party in collecting that award) collected by it for purposes of restoration of that part of the Premises physically affected by the condemnation in cases of losses less than \$250,000.00, if the amount of the condemnation award is less than \$250,000.00, or on the same conditions provided in Article 3 in cases of losses greater than \$250,000.00, if the amount of the condemnation award is in excess of \$250,000.00, and shall apply the balance remaining after completion of the restoration on account of the indebtedness secured hereby. Subject to the rights of the holders of the Prior Mortgages, Mortgagee shall be entitled to all compensation, awards and other payments of relief thereof, and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in excess of \$250,000.00 in connection therewith. Subject to the rights of the holders of the Prior Mortgages and the preceding portion of this Article 6, all such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses, including attorneys' fees, may release any monies so received by it without affecting the security interest of this Mortgage and may apply the same in such manner as Mortgagee shall determine, to the reduction of the sum secured hereby, and any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of actions and proceeds as Mortgagee may require. If, prior to the receipt by Mortgagee of such award or proceeds, the Premises shall have been sold on foreclosure of this Mortgage, or under the power of sale herein granted, Mortgagee shall have the right to receive such award or proceeds to the extent of any unpaid secured indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage or the Note shall have been sought or recovered (subject, however, to Article 24 hereof) and to the extent of reasonable counsel fees, costs and disbursements actually incurred by Mortgagee in connection with the collection of such award or proceeds.

7. Mortgagor will pay all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Premises or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee. Notwithstanding any other provision contained herein, Mortgagor may, at Mortgagor's sole expense, dispute and contest such lien(s) within said time period in good faith and with due diligence, and in such case such lien need not be discharged until adjudged to be valid, provided, however that prior to so contesting same, Mortgagor shall first post, with the appropriate court authorities, or with such title company or other entity as shall be reasonably approved by Mortgagee, bond or other security equal to the amount claimed to be due and owing by the party filing said lien(s).

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