

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 and principal at the rate provided in the Note until a sufficient amount has been paid to pay any balance of principal and interest remaining due thereon; 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 on 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, and to receive 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 (including all utilities charges) 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.

10. Mortgagor shall pay and discharge within thirty (30) days when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien (whether paramount or subordinate to this Mortgage) on the Property, or any part thereof, or on any income therefrom. Notwithstanding the foregoing, Mortgagor may, at its expense, challenge any such claim or lien by appropriate action, provided that as a prerequisite to such challenge, Mortgagor shall bond against, deposit cash or the equivalent as permitted by applicable law (or local title insurance practice) so as to protect the Property and Mortgagee from such claim of lien.

11. In the event of the enactment after the date of this Mortgage of any law of federal, state or municipal governments deducting from the value of the land for the purpose of taxing

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