

sum of the Secured Indebtedness resulting from the application by the Mortgagee of any such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt by the Mortgagee. If the Mortgagor shall alter, restore or rebuild any part of the premises which may be altered, damaged or destroyed as a result of any such taking or alteration of grade or other such action by any such public or quasi-public authority or corporation, such amount of such award or payment as may be necessary to reimburse the Mortgagor, without interest, for the cost of any such alteration, restoration or rebuilding by the Mortgagor may be, at Mortgagee's option, be paid to the Mortgagor. The balance of any such award or payment and, if the Mortgagor does not alter or restore or rebuild the premises which may have been so altered, damaged or destroyed, the entire amount of such award or payment, shall be retained and applied by the Mortgagee toward the payment on account of the principal of the indebtedness secured hereby, whether or not then due or payable and in such manner as the Mortgagee in its sole discretion may see fit, and shall remit any excess to the Mortgagor. If prior to the receipt by the Mortgagee of such award or payment the premises shall have been sold on foreclosure of this mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

21. The Mortgagee shall not be obligated to release, or be prevented from foreclosing or enforcing this mortgage upon all or any part of the premises, unless and until the entire debt and all items hereby secured shall have been paid in full; and shall not be required to accept any part or parts of said premises as distinguished from the entire whole thereof as payment of or upon the Secured Indebtedness hereby to the extent of the value of any such part or parts; and shall not be compelled to accept or allow any apportionment of the said debt to or among any separate parts of the said premises.

22. Until the lien of the mortgage has been released, Mortgagor shall not sell, convey, transfer, pledge, hypothecate, encumber or mortgage the premises to secure any other debts of the Mortgagor without the prior written consent of Mortgagee.

23. This mortgage cannot be amended, modified or changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

24. All the covenants, conditions and agreements hereof shall bind the heirs, representatives, executors, successors and assigns of the Mortgagor and shall inure to

0 4 7 9

4328 RV-2