

8. CONDEMNATION

Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Mortgaged Property by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same to give proper receipts and acquittances therefor, and may, at Mortgagee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the Indebtedness, if such Indebtedness then be mature, (2) use the same or any part thereof to fulfill any of the covenants contained herein, which Mortgagor has failed to fulfill as Mortgagee may determine, (3) pay the same or any part to Mortgagor to replace or restore the Mortgaged Property to a condition reasonably satisfactory to Mortgagee, or (4) release the same to the Mortgagor; and Mortgagor hereby covenants and agrees to and with Mortgagee, upon request by Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient to the purpose of assigning all such awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

9. RIGHT TO CURE DEFAULT

If Mortgagor shall fail to pay any Impositions or to make any other payment required to be paid by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if Mortgagor shall be in default in the performance or observance of any other term, covenant, condition or obligation required to be performed or observed by Mortgagor under this Mortgage or the Notes, or under any obligation to any lessee of any portion of the Mortgaged Property, such default not being cured within any applicable grace period, then, without limiting the generality of any other provision of this Mortgage, and without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment or any sum due and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor to cure such default. In any such event, subject to the rights of lessees and other occupants, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purposes of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to legal expenses and disbursements) together with interest thereon at the highest rate of interest permitted by law from the date of each such expenditure shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies in the event of nonpayment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of any indebtedness owed by Mortgagor to Mortgagee.

10. ASSIGNMENT OF LEASES

Mortgagor hereby assigns to Mortgagee, and grants to Mortgagee a security interest in, all rents, issues and profits of the Mortgaged Property as further security for the payment of the Indebtedness and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property to collect the same and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of the