

under the power of eminent domain or otherwise, are hereby assigned, and shall be paid, to Agent to be applied as hereinafter set forth in this paragraph 7, and Agent is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor, and Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of said awards and payments to Agent free, clear and discharged of any encumbrances of any kind or nature whatsoever.

Notwithstanding any taking by eminent domain, change of grade of streets or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay all required payments on the Indebtedness and other sums secured hereby until any such award or payment shall have been actually received by the Agent and applied as hereinafter set forth in this paragraph 7 toward reduction of the Indebtedness and other sums secured hereby; said award or payment may, at the option of the Agent, be retained and applied by the Agent after payment of reasonable attorney's fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of such part of the Indebtedness and other sums secured hereby, as Agent may elect, without affecting the amount or time for payment of the remaining Indebtedness and other sums secured hereby, and whether or not such part of said Indebtedness and other sums secured hereby are then due and payable, or be paid over wholly or in part to the Mortgagor for the purpose of altering, restoring or rebuilding any part of the premises which may have been altered, damaged or destroyed as a result of any such taking, change of grade, or other injury to the premises, or for any other purpose or object satisfactory to the Agent, but the Agent shall not be obligated to see to the application of any amount paid over to the Mortgagor.

8. If the Indebtedness or any portion thereof be not fully paid when due in accordance with the Note or if any of the other sums secured by this Mortgage be not fully paid when the same become due and payable or if Mortgagor defaults in the performance or observance of any other obligation hereunder or an Event of Default shall occur