

manner or proportion as Mortgagee may elect, and such application shall not cure or waive any default hereunder, unless Mortgagee so consents.

6. Mortgagor, without first obtaining the written consent of Mortgagee, shall not sell, convey, assign, transfer, mortgage, hypothecate, lease, grant a license with respect to or encumber the whole or any part of the premises or the Building Equipment.

7. All awards and payments heretofore and hereafter made for the taking of or injury to the premises, or any portion thereof, and the Building Equipment, or any portion thereof, whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid, to Mortgagee to be applied as hereinafter set forth in this paragraph 7, and Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee, be retained and applied by the Mortgagee 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 Mortgagee 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,

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