

of Mortgagee may be changed by Mortgagee to other companies, rearranged as to coverage, terms or amount; and, for that purpose, the said Mortgagee is hereby authorized to surrender existing policies for cancellation and take out any insurance at any time desired by Mortgagee, provided that the necessary premium adjustments in all cases shall be charged against or credited to the debt secured hereby, as the case may be. Mortgagee is hereby authorized and empowered, at its option, to adjust, compromise or settle any loss under any insurance policies maintained pursuant to this Mortgage and to collect and receive any and all proceeds paid pursuant to any of such policies. Each insurance company is hereby authorized and directed to make payment for all of such losses direct to Mortgagee, instead of Mortgagor and Mortgagee jointly. In the event any insurance company fails to so disburse direct and solely to Mortgagee but disburses to Mortgagor or to Mortgagor and Mortgagee jointly, then Mortgagor agrees to immediately endorse, transfer and deliver such proceeds to Mortgagee. Upon the failure of Mortgagor to endorse, transfer and deliver such proceeds as aforesaid, Mortgagee may execute such endorsements or transfers for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact, coupled with an interest, so to do. Mortgagee shall not be liable for any failure to collect all or any part of any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Mortgagor hereby assigns to Mortgagee any funds received by any party hereto from said insurance policies, and Mortgagee is hereby given the right and option to apply said funds either to the payment of the indebtedness and obligations hereby secured in whatever order or manner Mortgagee elects or to allow the same to be used in restoring said Property in such manner and on such terms as Mortgagee in its sole discretion shall specify. In the event of the foreclosure of this Mortgage as authorized herein or otherwise or any transfer in lieu thereof, all right, title and interest of Mortgagor in and to such policies of insurance shall pass to the purchaser or grantee, and Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact, coupled with an interest, of Mortgagor to assign any policies in the event of such foreclosure or a conveyance in lieu of such foreclosure to such purchaser or grantee.

3. In the event of the institution of any eminent domain, condemnation or other similar proceeding, or any transfer of all or any part of the Property or any interest or right therein in lieu of, under threat of or in settlement of such a proceeding, affecting any of the Property in any respect; then Mortgagee, at its option, may at any time thereafter, but not later than thirty (30) days after receiving all information it requests pertaining thereto, accelerate the Note and all other amounts due pursuant to any of the Loan Documents, and upon such acceleration the Note and Loan Documents shall be immediately due and payable and shall be immediately paid in full by Mortgagor. Mortgagor agrees to furnish to Mortgagee immediately upon request of Mortgagee all information requested by Mortgagee with regard to such eminent domain, condemnation or other such proceeding and further agrees to immediately deliver to Mortgagee written notice of the institution, or any proposed, contemplated or threatened institution, of any such eminent domain, condemnation or other such proceeding after obtaining knowledge thereof, which notice shall give all material details known to Mortgagor, and which notice must be kept current as to all material developments thereafter with supplemental written notices of such developments being delivered by Mortgagor to Mortgagee in a prompt manner. Any transfer of any Property or any interest or right therein referred to earlier in this paragraph shall be subject in all respects to the prior written consent of Mortgagee, and a default shall exist herein if such prior written consent is not obtained. All monies and awards payable either as damages or compensation for the taking of title to, or possession of, or for any damage to, or on account of any change of grade affecting, any portion of the Property or any realty or personalty conveyed in or encumbered by any of the Loan Documents by reason of any condemnation, eminent domain or other such proceeding shall be paid to the Mortgagee, and such monies and awards are hereby assigned to Mortgagee, and judgment therefor shall be entered in favor of such Mortgagee. Such monies and awards when paid may, at the sole option of the Mortgagee, (i) be applied, in whole or in part, by Mortgagee upon any indebtedness or obligation secured hereby or secured by any of such Loan Documents, whether the same be matured or unmatured, and in such order as Mortgagee may determine; (ii) be used, in whole or in part, to replace or restore the Property or said realty or personalty to a condition satisfactory to Mortgagee and on such terms and conditions as Mortgagee in its sole discretion shall designate in writing; (iii) be used, in whole or in part, as Mortgagee may specify in writing to fulfill any of the terms, covenants or conditions contained in any of such Loan Documents; or (iv) be released to the Mortgagor. Mortgagor hereby covenants and agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid monies and awards to Mortgagee, free, clear and discharged of any and all encumbrances of every kind or