

to exercise any right hereunder not expressly waived in writing, nor operate as a release from any personal liability for the Secured Indebtedness or under any covenant or stipulation of this Mortgage.

13. In the event an award or payment is made to MORTGAGOR for the taking of or injury to the premises, whether such taking or injury be done under the power of eminent domain or otherwise, such award or payment is hereby assigned, and shall be paid, to MORTGAGEE to be applied after payment of reasonable attorney's fees, costs and disbursements incurred by MORTGAGEE in connection with the collection of such award or payment as a payment on account of such part of the indebtedness secured hereby as MORTGAGEE may elect, without affecting the amount or time for payment of other sums secured hereby, whether or not said indebtedness is then due and payable.

14. Notwithstanding any taking of all or any part of the premises by eminent domain by any public or quasipublic authority or corporation or any other injury to or decrease in value of the premises resulting from any alteration of the grade of any highway or street or any other action by any such public or quasipublic authority or corporation, the principal sum of the Secured Indebtedness shall continue to earn interest at the rate provided in the Promissory Note until the amount of any award or payment resulting therefrom may have been actually received by MORTGAGEE and any reduction in the principal sum of the Secured Indebtedness resulting from the application by the MORTGAGEE of any such award or payment as hereafter set forth shall be deemed to take effect only on the date of such receipt by 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 quasipublic authority or corporation, such amount of such award or payment as may be necessary to reimburse