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of the foregoing conditions shall operate as a a waiver of Mortgagee's right to exercise such option thereafter as to any past or current default. Mortgagee's right under subparagraph (h) above may be exercised for the sole purpose of increasing the interest rate on the indebtedness secured hereby and as more particularly provided in the Note.

- CASUALTY LOSS OR CONDEMNATION -- In the event of any loss covered by insurance assigned to Mortgagee hereunder, or in the event that the premises hereby conveyed, or any part thereof, shall be condemned and taken under the power of eminent domain, Mortgagor shall give immediate written notice to Mortgagee and Mortgagee shall have the right to receive and collect any proceeds of such insurance and all damages awarded by reason of such taking, and the right to such proceeds and damages hereby is assigned to Mortgagee who shall have the discretion to apply the amount so received, or any part thereof, toward the indebtedness secured hereby or toward the alteration, repair or restoration of the premises by Mortgagor; provided, however, that upon a fire or other casualty which damages the premises, if (i) the net insurance proceeds to be received are sufficient in the opinion of an architect or consulting engineer satisfactory to Mortgagee to alter, repair or restore the damaged portion of the premises to a condition at least as sound structurally as the damaged portion of the premises was in before such fire or other casualty, which alteration, repair or restoration shall be compatible with the existing buildings and improvements on the premises and which premises, after completion of such alteration, repair or restoration, shall be at least equal in value to the value thereof existing prior to such fire or other casualty, (ii) the alteration, repair or restoration can be accomplished in the opinion of said architect or consulting engineer within one hundred eighty (180) days following the fire or other casualty, and (iii) funds are available or will be generated during the period of alteration, repair or restoration to continue the operation of the premises and maintain the indebtedness secured hereby on a current basis, then, within the reasonable discretion of Mortgagee, the insurance proceeds will be made available for direct costs involved in such alteration, repair and restoration, which alteration, repair and restoration Mortgagor agrees to undertake immediately thereafter and to complete within such period of time.
- 8. ASSIGNMENT OF RENTS--Mortgagor hereby assigns to Mortgagee any and all rents or emoluments from the premises herein described and, in the event of any default hereunder, Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to enter upon and take possession of the premises or any part thereof, to rent same for the account of Mortgagor at any rent satisfactory to Mortgagee, to deduct from such rents or