

title, liens and claims are immediately made of value at least equal to the value of the Chattels removed. The Mortgagor will not make, suffer or permit any unlawful use or any nuisance to exist on the Premises, and will comply with all requirements of law with respect to the Premises and the use thereof.

9. Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of the whole or any part of the Premises, or any easement or interest therein, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken, or for damage to property not taken, is hereby assigned to and shall be received and collected by the Mortgagee, and applied, at the option of the Mortgagee, toward immediate payment of the indebtedness secured hereby (notwithstanding that the amount owing thereon may not then be due and payable) or to the repair and restoration of any property damaged, provided that the excess over the amount of the indebtedness shall be paid to the Mortgagor.

10. Books and Records. The Mortgagor will keep adequate records and books of account in accordance