

of any partnership interest in Mortgagor or otherwise, if such will result in the transfer of control and management of the Mortgagor to other than the present general partners of Mortgagor. Any violation of the foregoing limitation, at the option of Mortgagee, shall be deemed an event of default hereunder.

16. Condemnation. In the event the Mortgaged Premises, or any part thereof, are taken by condemnation or deed in lieu of condemnation, Mortgagee shall have the right to demand that all damages awarded for such condemnation be first applied to the payment of the mortgage debt.

Mortgagee will consent to the use of any sum received as the result of the taking by eminent domain of any part of the Mortgaged Premises for restoration of the Mortgaged Premises provided: (a) this Mortgage is not then in default; (b) all insurance or condemnation proceeds are made payable to Mortgagee for disbursement upon production of the following: (i) plans and specifications reasonably approved by Mortgagee; (ii) evidence that waivers of liens have been filed by all contractors for work for which payment is requested; (iii) requisitions signed by the architect supervising the restoration; (c) in the event the estimated cost of restoration exceeds the available insurance or condemnation proceeds, Mortgagee shall not be obligated to advance any proceeds until Mortgagor has expended a sum at least equal to the difference between the estimated cost of restoration and the available proceeds; (d) in the event the cost of restoration is less than the available insurance or condemnation proceeds, such excess proceeds shall be paid to Mortgagee to be applied against the outstanding principal balance of the loan; (e) neither Montgomery Ward & Co., Incorporated nor Mercantile Properties, Inc. shall have