

by Mortgagee, in its own or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee, and Mortgagee is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Mortgagee may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Indebtedness, whether or not due and in whatever order Mortgagee elects, (ii) to the repair and/or restoration of the Premises and/or City Project, and/or (iii) for any other purposes or objects for which Mortgagee is entitled to advance funds, all without affecting the security interest created by this Mortgage, and any balance of such moneys then remaining shall be paid to Mortgagor or any other person or entity lawfully entitled thereto. Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require. If prior to the receipt by Mortgagee of such award or proceeds the Premises and/or the City Project shall have been sold on foreclosure of this Mortgage or under the power of sale herein granted, Mortgagee shall have the right to receive such award or proceeds to the extent of any unpaid Indebtedness following such sale, with interest thereon, whether or not a deficiency judgment on the Mortgage or the Note shall have been sought or recovered, and to the extent of reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award of proceeds. Notwithstanding the foregoing, so long as no Default exists hereunder or under the Note,

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