

any interest thereon has been paid and whether any offsets or defenses exist against payment thereof or performance of any Obligation, within five days if the request is made personally, or within seven days if the request is made by mail. The Mortgagee and any proposed assignee of this Mortgage shall have the right to rely on such certification.

17. Condemnation. (a) The Mortgagor shall give notice to the Mortgagee upon the Mortgagor's learning of the commencement of any action or proceeding to take all or any part of the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. The Mortgagee may participate in any such actions or proceedings in the name of the Mortgagee or, whenever necessary, in the name of the Mortgagor, and the Mortgagor shall deliver to the Mortgagee such instruments as the Mortgagee shall request to permit such participation. The Mortgagor shall not settle any such action or proceeding or agree to accept any award or payment without the prior consent of the Mortgagee, and the total of all awards made or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to and shall be paid to the Mortgagee and the amount