

as the Mortgagee shall elect; provided, however, that to the extent that such portion of the Award shall exceed the amount required to release in full the then total amount of the Obligations, the Mortgagee shall pay over to the Mortgagor the amount of such excess. In no event shall the Mortgagee be required to release this Mortgage until the Obligations are fully paid and the Mortgagee shall not be required to release from the lien of this Mortgage any portion of the Property so taken until the Mortgagee receives the Award for the portion so taken.

(d) The application of the Award toward payment or performance of the Obligations shall not be deemed a waiver by the Mortgagee of its right to receive payment or performance of the balance of the Obligations in accordance with the provisions of the Loan Documents. The Mortgagee shall have the right, but shall be under no obligation, to question the amount of the Award, and the Mortgagee may accept same without prejudice to the rights that the Mortgagee may have to question such amount. In any such condemnation or eminent domain action or proceeding the Mortgagee may be represented by attorneys designated by the Mortgagor and approved by the Mortgagee and all sums paid by the Mortgagee in connection with such action or proceeding (other than attorneys' fees) shall, on demand, be immediately due from the Mortgagor to the Mortgagee and the same shall be added to the Obligations and shall be secured by this Mortgage.