

thereof. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing, which the doing of, or omission to do, would impair the security of this Mortgage.

9. NOTICE OF PROCEEDING

If, notwithstanding the prohibition in Paragraphs 7 and 8 above, any action or proceeding shall be instituted to evict Mortgagor or recover possession of the Mortgaged Property or any part thereof, or for any other purposes affecting the Mortgaged Property or this Mortgage, or any notice relating to a proceeding or a default is served on Mortgagor, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true and complete copy of each notice, petition, or other paper or pleading, however designated.

10. CHARACTER OF MORTGAGED PROPERTY

Mortgagor will not do, or permit to be done, anything to the Mortgaged Property that will materially alter or change the use and character or otherwise decrease the value of the Mortgaged Property as security.

11. CONDEMNATION

Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Mortgaged Property by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Mortgagee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the Indebtedness, whether such Indebtedness then be matured or unmatured, (2) use the same or any part thereof to fulfill any of the covenants contained herein as Mortgagee may determine, (3) pay the same or any part to Mortgagor to replace or restore the Mortgaged Property to a condition satisfactory to Mortgagee on terms and conditions satisfactory to Mortgagee, or (4) release the same to the Mortgagor; and Mortgagor hereby covenants and agrees to and with Mortgagee, upon request by Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient to the purpose of assigning all such awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.