

(b) In the event of a foreclosure of this Mortgage, or upon any sale under this Mortgage pursuant to judicial proceedings or otherwise, the purchaser of the Property shall succeed to all of the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance which the Mortgagor is required to maintain under this Paragraph 7 and to all proceeds of such insurance.

(c) The application of insurance proceeds toward the 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 rest of the Obligations and the interest thereon in accordance with the provisions of this Mortgage.

8. Restoration. If the Buildings or the Building Equipment shall be damaged or destroyed, in whole or in part, by fire or other casualty, or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Mortgagor shall promptly restore, replace or rebuild the same to as nearly as possible the value, quality and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Mortgagee which approval shall not be unreasonably withheld or delayed. The Mortgagor shall give prompt notice to the Mortgagee of any damage or destruction to the Property by fire or other casualty, as well as the initiation of any condemnation or eminent domain proceeding affecting the same.