

an Event of Default hereunder, as hereinafter defined, whereupon the same may thereafter be exercised and enforced by the Mortgagee at its option, and without notice and whether or not it shall have accelerated the Secured Indebtedness, as hereinafter defined, for so long as such Event of Default continues and remains uncured;

(iii) all of the right, title and interest of the Mortgagor in any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (A) the exercise or the threat of exercise of the right of eminent domain, (B) the alteration of the grade of any street, or (C) any other injury to, taking of, or decrease in the value of, the Land or any part thereof to the extent of the Secured Indebtedness existing at the date of receipt of any such award or payment by the Mortgagee and of the reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment; and

(iv) all monies and proceeds (the "Proceeds") received by the Mortgagor from the use, occupancy, management, operation or control of the Land, including but not limited to rents, refunds, rebates, condemnation awards and payments, and proceeds of insurance in connection therewith.

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