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- 22.(b) In the event of a default under the terms of this mortgage, by failure of mortgage to remit payments to any mortgagee whose lien is consolidated herein, the mortgagor hereunder shall have the right to remit payments directly to such prior mortgagee or mortgagees and receive full credit therefor. Mortgagor shall have 30 days to cure any defaults under this mortgage and mortgagee shall give 30 days written notice sent certified mail, return receipt requested, to the General Partners and all Limited Partners of mortgagor before instituting any act to foreclose this mortgage. The mortgagor shall annually supply a written list of the names and addresses of all Limited Partners to the mortgagee who shall conclusively rely upon such list and the correctness thereof for the purposes hereinabove set forth.
- 23. The holder of this mortgage shall have the right to foreclose the same by reason of a breach of any of the within covenants and in addition thereto shall have the right to foreclose the same by reason of any default or breach which gives to the holder of this mortgage the right to accelerate payment of principal or to call due the principal sum.
- for the mortgagor 24. The mortgagor, mortgagor's heirs, executors, administrators, successors and assigns, does hereby assign unto the mortgagee, its successors and assigns, any and all award and awards heretofore made and hereafter to be made by any Federal, State, County or Municipal authorities to the present and all subsequent owners of the mortgaged premises including any award or awards for any change or changes of grade of streets affecting the mortgaged premises, which award and awards are hereby assigned to the mortgagee, and the mortgagee, for itself, its successors or assigns (at its or their option) is hereby authorized, directed 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 to apply the same toward the payment of the amount owing on account of the mortgage, and its accompanying bond, notwithstanding the fact that the amount owing on account of the mortgage and bond may not then be due and payable; and the mortgagor, for the mortgagor and the mortexecutors, administrators, successors qaqor's heirs, assigns, hereby covenants and agrees to and with the mortgagee, its successors and assigns, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of the mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.
- 25. If the mortgagor is a corporation, the execution and delivery of this mortgage has been duly authorized by the Board of Directors of the mortgagor, and the Certificate of Incorporation of the mortgagor does not require any vote or consent of the shareholders to authorize the making of this mortgage.