

the Mortgagee, be applied in reduction of the Obligations, in such order of priority as the Mortgagee shall elect; provided, however, that to the extent that such portion of the Proceeds 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.

- (d) The application of the 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 any of 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.

9. Compliance with Laws, Etc.

- (a) The Mortgagor shall promptly comply with, or cause to be complied with, all present and future laws, statutes, ordinances, rules, regulations and other requirements of all governmental