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**10. Borrower Not Released.** Except as provided in paragraph 17 hereof, the obligations of Borrower under this Mortgage shall not be released, discharged, satisfied, or otherwise terminated by the payment of any sums secured by this Mortgage or by the payment of any sums secured by any other mortgage or note secured by the Property.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising its remedies for any default provided by this Mortgage shall not constitute a waiver of its remedies for any other default provided by this Mortgage or of its remedies for any other default provided by any other mortgage or note secured by the Property.

**12. Remedies Cumulative.** All remedies provided by this Mortgage shall be in addition to and not in substitution for any remedies provided by law or by any other mortgage or note secured by the Property.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** This Mortgage shall bind the successors and assigns of Borrower and Lender, and shall be enforceable by either party or its successors and assigns. The obligations of Borrower under this Mortgage shall be joint and several obligations of Borrower and shall be enforceable by either party or its successors and assigns.

**14. Notice.** Any notice to Borrower under this Mortgage shall be given to Borrower at the address stated in paragraph 18 hereof or to the person or persons named in paragraph 18 hereof or to the person or persons named in paragraph 18 hereof.

**15. Uniform Mortgage; Governing Law; Severability.** This Mortgage is a uniform mortgage and is intended to conform to the Uniform Mortgage Act and to the Uniform Mortgage Act as amended from time to time. This Mortgage shall be governed by the law of the State of California. If any provision of this Mortgage or the Note which is part of this Mortgage is held to be unenforceable, the remainder of this Mortgage and the Note shall remain enforceable.

**16. Borrower's Copy.** Borrower shall receive a copy of this Mortgage at the time of execution or after execution hereof.

**17. Transfer of the Property; Assumption.** If the Property is sold or transferred by Borrower without Lender's prior written consent, the obligations of Borrower under this Mortgage shall be assumed by the transferee of the Property. If the Property is sold or transferred by Lender, the obligations of Borrower under this Mortgage shall be assumed by the transferee of the Property. If the Property is sold or transferred by Lender, the obligations of Borrower under this Mortgage shall be assumed by the transferee of the Property.

If Lender exercises its remedies under this Mortgage, Lender shall provide a copy of this Mortgage to the transferee of the Property. Lender shall provide a copy of this Mortgage to the transferee of the Property.

#### NON UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the

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