

of the Mortgagee, and the Mortgagee shall not be bound by any assignment or transfer of the debt secured by this Mortgage, and the Mortgagee shall not be bound by any assignment or transfer of the debt secured by this Mortgage.

If the Borrower is a partnership, the Mortgagee shall not be bound by any assignment or transfer of the debt secured by this Mortgage, and the Mortgagee shall not be bound by any assignment or transfer of the debt secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, the Mortgagee shall not extend or postpone the date of the maturity of the debt secured by this Mortgage, and the Mortgagee shall not be bound by any assignment or transfer of the debt secured by this Mortgage.

10. Borrower Not Released. Except as provided in paragraph 11 hereof, the obligation of the debt secured by this Mortgage created by Lender to the satisfaction of Borrower shall not be released, discharged, satisfied, or otherwise terminated by the payment of the debt secured by this Mortgage by the original Borrower or by the original Borrower's successors.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right to remedy provided or otherwise afforded by applicable law shall not constitute a waiver of any right to remedy provided for. The procurement of payment or the payment of taxes or other sums or charges by Lender shall not constitute a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. A remedy provided in this Mortgage shall not be deemed to be exclusive of any other right or remedy afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Options. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the benefit of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The covenants and bindings of the instrument of this Mortgage shall survive the death and insolvency of the mortgagor or define the provisions hereof.

14. Notice. Any notice to Borrower required by this Mortgage shall be given by sending such notice by certified mail addressed to Borrower at the Property Address stated hereon, except for any notice required by paragraph 18 hereof to be given to Borrower in the circumstances described by and under the law. Any notice required by this Mortgage shall be deemed to have been given to Borrower when given in the manner prescribed herein.

15. Uniform Mortgage; Governing Law; Severability. This instrument is an adaptation of form instruments for national use and nonuniform covenants with the ten covenants law governing mortgages on uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the extent the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a certified copy of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including in the event of a change of ownership subordinate to this Mortgage, or by the creation of a purchase money security interest for household appliances, or a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, before the sums secured by this Mortgage to be immediately due and payable, Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the mode of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at least as to as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall send Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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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