

and the amount of the sums secured by this Mortgage immediately prior to the date of taking care to the fair market value of the Property immediately prior to the date of taking care to the date of the proceeds to the Borrower.

If the Property is abandoned by Borrower or if it is sold by Lender to Borrower, then the Lender offers to make an award setting aside the charges Borrower has paid to Lender, the proceeds of the sale of the Property to Lender is authorized to pay the proceeds at Lender's option, either in satisfaction or payment of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, taxes, including state and federal taxes, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or installment of any part of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not constitute a release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be bound by any claims or proceedings against such successor or release to extend time for payment or installment of any part of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver or release of any right or remedy hereunder. The procurement of its name on 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.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective 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 captions and headings of the paragraphs of this Mortgage are for identification only and shall not be construed to interpret or define the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated for the Property hereunder, or to the address provided under paragraph 18 hereof to be given to Borrower in the event provided by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage is a uniform instrument for national use and modification, promulgated by the National Automated Clearing House Association, Inc. for use in any instrument covering real property. This Mortgage shall be governed by the law of the state 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 conflict. This instrument and the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished with a true and correct copy of this Mortgage at the time of execution or after its delivery hereof.

**17. Transfer of the Property; Assumption.** If the whole or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding as the restriction of this paragraph shall not be subordinate to this Mortgage, for the creation of a purchase money security interest for a second mortgage, or a transfer by lease, descent or by operation of law upon the death of a grantor, in the event of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, without notice, cause the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if a bona fide purchaser of the Property is transferred to whom the Property is to be sold or transferred, and an agreement in writing that the maturity of such sums is contingent on Lender and that the interest payable on the sums secured by this Mortgage shall be at a fixed rate, as Lender shall elect. 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 a copy of notification 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 then due. If Borrower does not pay such sums within 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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