

14. **Acceleration: Remedies.** Except as otherwise 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 has the right to accelerate the maturity of the sums secured by this Mortgage and to foreclose on the Property.

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16. **Acceleration: Remedies.** Except as otherwise 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 has the right to accelerate the maturity of the sums secured by this Mortgage and to foreclose on the Property.

17. **Borrower Not Released.** Except as otherwise 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 has the right to accelerate the maturity of the sums secured by this Mortgage and to foreclose on the Property.

18. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising its rights under this Mortgage shall not constitute a waiver of its rights under this Mortgage, and Lender shall be deemed to have resumed the exercise of its rights under this Mortgage upon the expiration of the period of forbearance.

19. **Remedies Cumulative.** The remedies provided in this Mortgage shall be cumulative and shall not be limited by any other remedies available to Lender under applicable law.

20. **Successors and Assigns Bound: Joint and Several Liability: Captions.** The obligations of Borrower under this Mortgage shall be joint and several obligations of Borrower and its successors, assigns, heirs, executors, administrators, personal representatives, and assigns, and shall be binding on the estate of Borrower. The captions of the sections of this Mortgage shall not be construed to limit the scope of the obligations of Borrower under this Mortgage.

21. **Notice.** Any notice required by this Mortgage shall be given in writing to the Borrower at the address set forth in paragraph 18 hereof, or to the Borrower at the address set forth in paragraph 18 hereof, or to the Borrower at the address set forth in paragraph 18 hereof.

22. **Uniform Mortgage: Governing Law: Severability.** This Mortgage is governed by the law of the State of New York, and the provisions of this Mortgage shall be construed according to the law of the State of New York. If any provision of this Mortgage is held to be unenforceable or invalid, the remaining provisions of this Mortgage shall remain in full force and effect.

23. **Borrower's Copy.** Borrower shall retain a copy of this Mortgage in the office of the Borrower, and shall make it available for inspection by Lender at all times.

24. **Transfer of the Property: Assumption.** If the Property is sold, transferred, conveyed, or otherwise disposed of, the obligations of Borrower under this Mortgage shall not be discharged, and the obligations of Borrower shall be assumed by the transferee of the Property. Lender shall be deemed to have agreed to accept the obligations of the transferee of the Property under this Mortgage, and the transferee of the Property shall be deemed to have assumed the obligations of Borrower under this Mortgage.

25. **Assignment of Rents: Appointment of Receiver.** As additional security for the sums secured by this Mortgage, Borrower hereby assigns to Lender the rents of the Property, and Lender shall be deemed to have appointed a receiver to collect the rents of the Property.

NOT UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration: Remedies.** Except as otherwise 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 has the right to accelerate the maturity of the sums secured by this Mortgage and to foreclose on the Property. If the breach is not cured or waived by the date specified in the notice, Lender at Lender's option may declare the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by a 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 stamps, abstracts and title reports, and all other 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 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, and Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, and Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and Lender's remedies as provided in paragraph 18 hereof are limited to the reasonable attorney's fees and costs. If 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 for the sums secured by this Mortgage, 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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