

which the amount of the sums secured by this Mortgage shall be immediately due to the date of such event.

If the Property is abandoned by Borrower or if the Property is sold, mortgaged, or otherwise disposed of, Lender shall have the right to collect and apply the proceeds of the sale of the Property to the payment of the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, the maturity of the sums secured by this Mortgage shall be accelerated if Borrower fails to pay any installment due on the date of such event.

**10. Borrower Not Released.** The obligations of Borrower under this Mortgage granted by Lender shall not be released, discharged, or otherwise satisfied by the payment of the sums secured by this Mortgage by the original Borrower or by any other person, and the obligations of the original Borrower shall remain in full force and effect until the maturity of the sums secured by this Mortgage by reason of any demand made by the original Borrower or by Lender.

**11. Forbearance by Lender Not a Waiver.** Any forbearance or other accommodation granted by Lender to Borrower shall not constitute a waiver of Lender's right to accelerate the maturity of the sums secured by this Mortgage if Borrower fails to pay any installment due on the date of such event.

**12. Remedies Cumulative.** All remedies provided in this Mortgage shall be cumulative and shall not be exhausted by the exercise of any other remedy provided under this Mortgage or by the exercise of any other remedy available at law or in equity.

**13. Successors and Assigns Bound Joint and Several Liability.** The obligations of Borrower under this Mortgage shall be binding on Borrower, Borrower's heirs, assigns, personal representatives, and successors, and the obligations of Lender under this Mortgage shall be binding on Lender, Lender's heirs, assigns, personal representatives, and successors. The obligations and liabilities of the parties to this Mortgage shall be joint and several.

**14. Notice.** Any notice to Borrower under this Mortgage shall be given to Borrower at the address set forth in paragraph 15 hereof or to the person or persons named in paragraph 15 hereof or to the person or persons named in paragraph 15 hereof when given to the person or persons named in paragraph 15 hereof.

**15. Uniform Mortgage: Governing Law; Severability.** This Mortgage shall be governed by the law of the State of New York. If any provision of this Mortgage or the Note which may be given hereunder is held to be invalid, illegal, or unenforceable, the remaining provisions of this Mortgage and the Note shall survive and remain in full force and effect.

**16. Borrower's Copy.** Borrower shall receive a copy of this Mortgage and the Note upon execution of this Mortgage and the Note.

**17. Transfer of the Property: Assumption.** If Borrower transfers the Property to another person, the transferee shall assume the obligations of Borrower under this Mortgage and the Note. If the transferee does not assume the obligations of Borrower under this Mortgage and the Note, the obligations of Borrower under this Mortgage and the Note shall remain in full force and effect. Lender shall be entitled to collect the sums secured by this Mortgage from the transferee or from Borrower, as provided in the paragraph 17 hereof.

If Lender exercises its right to accelerate the maturity of the sums secured by this Mortgage, Borrower shall pay the sums demanded due to Lender on the date of such event, and the nature or demand on Borrower shall be as provided in paragraph 18 hereof.

**Notwithstanding to whomsoever the same may be assigned, Borrower hereby agrees as follows:**

**18. Acceleration: Remedies.** If Borrower breaches any covenant or agreement of Borrower contained in this Mortgage or the Note, Lender shall be entitled to accelerate the maturity of the sums secured by this Mortgage and to exercise its remedies as provided in paragraph 18 hereof. Lender shall be entitled to collect the sums secured by this Mortgage and to exercise its remedies as provided in paragraph 18 hereof.

**19. Borrower's Right to Reinstate.** If Lender accelerates the maturity of the sums secured by this Mortgage, Borrower shall have the right to reinstate this Mortgage if Borrower pays Lender all sums which would be due to Lender under this Mortgage and the Note, including Future Advances, if any, had no acceleration occurred, and if Borrower complies with the covenants and agreements of Borrower contained in this Mortgage and the Note. Upon such payment and cure by Borrower, this Mortgage 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 of competent jurisdiction to take possession of and manage the Property and to collect the

sums secured by this Mortgage and the Note, and to exercise its remedies as provided in paragraph 18 hereof. Lender shall be entitled to collect the sums secured by this Mortgage and to exercise its remedies as provided in paragraph 18 hereof.

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