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2. Funds for Taxes and Insurance. Borrower shall pay to Lender the amount of any taxes and insurance charges assessed against the Property which are not included in the Monthly Payment. Lender shall apply the funds so received to the taxes and insurance charges as they become due. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

If the amount of any taxes and insurance charges assessed against the Property exceeds the amount of any taxes and insurance charges included in the Monthly Payment, Lender shall advance to Borrower the amount of such excess. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

Upon payment in full of the Mortgage, Lender shall release to Borrower any funds held by Lender.

If any person or entity is not a party to this Mortgage, the provisions of this Mortgage shall apply to the person or entity as if it were a party to this Mortgage. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

3. Application of Payments. The Monthly Payment shall be applied to the Mortgage in the following order: (a) to the interest due on the Mortgage; (b) to the principal due on the Mortgage; (c) to the taxes and insurance charges included in the Monthly Payment; and (d) to the balance of the Monthly Payment.

4. Charges; Liens. Borrower shall pay to Lender the amount of any charges and fees assessed against the Property which are not included in the Monthly Payment. Lender shall apply the funds so received to the charges and fees as they become due. Lender shall not be responsible for the payment of any charges and fees which are not included in the Monthly Payment. Lender shall not be responsible for the payment of any charges and fees which are not included in the Monthly Payment.

5. Hazard Insurance. Borrower shall pay to Lender the amount of any hazard insurance charges assessed against the Property which are not included in the Monthly Payment. Lender shall apply the funds so received to the hazard insurance charges as they become due. Lender shall not be responsible for the payment of any hazard insurance charges which are not included in the Monthly Payment.

The terms of this Mortgage shall be subject to the terms and conditions of the standard mortgage clause of the mortgage policy issued by Lender. Lender shall not be responsible for the payment of any hazard insurance charges which are not included in the Monthly Payment.

All the taxes and insurance charges assessed against the Property shall be paid by Borrower. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

Unless Lender and Borrower otherwise agree in writing, the provisions of this Mortgage shall not extend or postpone the due date of the monthly payments provided for in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is sold by Lender, a right of first refusal of Borrower in and to any insurance proceeds and in and to the proceeds of any sale of the Property shall be in effect as of the date of such sale or liquidation resulting from the sale of the Property prior to the date of such sale or liquidation.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or suffer any waste, deterioration, or depreciation of the Property, and shall comply with the provisions of any lease of this Mortgage as a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the bylaws and regulations of the condominium project, and constituent documents.

7. Protection of Lender's Security. If Borrower is in default of any of the obligations provided in this Mortgage, or if any other person or entity is in default of any of the obligations provided in this Mortgage, Lender shall have the right to take any action necessary to protect Lender's interest in the Property, including but not limited to, eminent domain, receiver, foreclosure, or other legal proceedings. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

Any amounts due to Lender by Borrower under this Mortgage shall be payable to Lender at the office of Lender's attorney. Lender shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

8. Inspection. Lender may make or cause to be made any inspection of the Property, and may cause the Property to be inspected by a third party, provided that Lender shall give Borrower reasonable notice of any such inspection, and shall not be responsible for the payment of any taxes and insurance charges which are not included in the Monthly Payment.

9. Condemnation. The proceeds of any award or compensation payable to the owner of the Property, or part thereof, on the condemnation or other taking of the Property, or part thereof, or on any other action of eminent domain, shall be assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the amount due by this Mortgage, with the excess, if any, to be paid to Borrower. In the event of a partial taking of the Property, Lender and Borrower, or Lender otherwise, in writing, shall be applied to the amount due by this Mortgage and the proceeds of the partial taking shall be paid to that proportion.

4329 RV.2