

10. **Waiver of Notice.** Borrower waives the right to receive notice of acceleration of this Mortgage or default or nonpayment of any sums secured by this Mortgage.

If the Property is sold, the Buyer shall be subject to the terms of this Mortgage, provided that the Buyer has been given written notice of the sale and the Buyer has agreed in writing to accept the terms of this Mortgage and to be bound by the Mortgage.

Unless otherwise otherwise provided in the Note, the time for cure of any default or nonpayment of any sum secured by this Mortgage is 120 days from the date of acceleration.

10. Borrower Not Released. Payment of the amounts due under this Mortgage does not release the Borrower from the obligation to pay the amounts due under the Note or any other obligations of the Borrower to the Lender under this Mortgage, unless otherwise provided in the Note or otherwise agreed to in writing by the Lender.

11. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy or otherwise failing to give notice of default or nonpayment of any sum secured by this Mortgage does not affect the Lender's right to exercise such right or remedy or to give notice of default or nonpayment of any sum secured by this Mortgage.

12. Remedies Cumulative. All rights and remedies of the Lender under this Mortgage are cumulative, and the Lender may exercise any or all of them in any order.

13. Successors and Assigns; Bound; Joint and Several Liability; Cessions. The Lender may assign its interest in this Mortgage to one or more persons or entities, and the Lender and the assignee shall be joint and severally liable to the Borrower under this Mortgage, subject to the limitations set forth in paragraph 17 hereof. All cessions of the Lender's interest in this Mortgage shall be made in writing and shall be effective only when acknowledged by the Borrower.

14. Notice. All notices to the Borrower under this Mortgage shall be given in writing and shall be deemed valid if delivered personally to the Borrower at the place of business of the Borrower or if mailed to the Borrower at the place of business of the Borrower, or if sent by registered mail to the address of the Borrower as it appears on the Mortgage, or if delivered to the Borrower via e-mail or facsimile.

15. Uniform Mortgage; Governing Law; Severability. This Mortgage is governed by the laws of the state in which the property is located and no conflict of law provisions shall apply to this Mortgage. This Mortgage is a valid and enforceable instrument for the transfer of the title to the property described in the Note, and the Note is a valid and enforceable instrument for the payment of the amounts due under this Mortgage. The Note and the Mortgage are intended to be read together and any provision of the Note which conflicts with any provision of the Mortgage is hereby superseded by the provision of the Mortgage, and the Note is deemed to be superseded.

16. Borrower's Copy. Borrower shall be entitled to a copy of this Mortgage at the time of execution or after recording, record.

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 the Lender's consent, Lender shall have the right to require the transferee to assume this Mortgage after the commencement of the transfer, subject to the conditions set forth in this paragraph. Lender reserves the option of foreclosing the title of the transferee in the event of non-compliance of the terms of this paragraph or if Lender objects to the transfer. In the event of Lender's objection to the transfer, Lender may require the Mortgage to be reconveyed due and payable. Lender shall have waived the right to require the transfer of the Property to be reconveyed due and payable if Lender and the person to whom the Property is to be sold or transferred make arrangements acceptable to Lender that the interest payable on the note issued to this Mortgage shall be paid to Lender. If Lender has waived the option to require the transfer provided in this paragraph, Lender may require the transfer to be reconveyed to Lender by written contract, agreement, or writing by Lender. Lender shall release Borrower from liability under this Mortgage and the Note.

If Lender exercises its option to require the transfer of the Property to a transferee in accordance with paragraph 17 above, such transfer shall be recorded of record on the day following the date the notice required under this paragraph is given to the Borrower under paragraph 14 hereof, unless the Lender has given the Borrower a reasonable time to object to the transfer. Lender may, without further notice or demand on Borrower, waive any remedies provided by this paragraph, as follows:

Nox 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 covenant to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall send 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 unimpeded. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security for lender, 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