

10. **Borrower Not Released.** Lender's release of Borrower from any other obligations secured by this Mortgage shall not constitute a release of Borrower from any other obligations secured by this Mortgage. Borrower's release of Lender from any other obligations secured by this Mortgage shall not constitute a release of Lender from any other obligations secured by this Mortgage.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in enforcing its rights under this Mortgage shall not constitute a waiver of its rights under this Mortgage.

12. **Remedies Cumulative.** All remedies available to Lender under this Mortgage shall be cumulative and shall not be exhausted by the exercise of any one or more of such remedies.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** This Mortgage shall bind the Borrower, its heirs, assigns, successors, and assigns, and all persons claiming under the Borrower, jointly and severally. The captions of the sections of this Mortgage shall control over the text of any such section.

14. **Notice.** Any notice to be given by Lender under this Mortgage shall be given to the Borrower at the address set forth in Article IV of this Mortgage, or to the last known address of the Borrower.

15. **Uniform Mortgage; Governing Law; Severability.** This Mortgage is a uniform mortgage and shall be governed by the laws of the State of New York. If any provision of this Mortgage is held to be invalid, unenforceable, or illegal, the remaining provisions of this Mortgage shall survive and remain in full force and effect.

16. **Borrower's Copy.** Borrower shall receive a copy of this Mortgage at the time of execution, or after a reasonable time thereafter.

17. **Transfer of the Property; Assumption.** If the Property is transferred to a transferee, the transferee shall assume the obligations of the Borrower under this Mortgage. The transferee shall be deemed to have assumed the obligations of the Borrower under this Mortgage if the transferee takes title to the Property with notice of this Mortgage, or if the transferee takes title to the Property with knowledge of this Mortgage, or if the transferee takes title to the Property with knowledge of the existence of this Mortgage.

18. **Acceleration; Remedies.** If Borrower fails to pay when due any sums secured by this Mortgage, Lender may, at its option, declare the entire amount of the sums secured by this Mortgage to be immediately due and payable without further demand or notice to Borrower. Lender shall be entitled to collect in such event all expenses of foreclosure, including attorney's fees and costs of documentary stamps, abstracts and title reports, and all other expenses incurred by this Mortgage.

19. **Borrower's Right to Reinstate.** Notwithstanding the acceleration of the sums secured by this Mortgage, Borrower may, at any time, reinstate this Mortgage by paying to Lender all sums which would be due under this Mortgage, the Note, and other securities if any, had no acceleration occurred. Upon reinstatement of this Mortgage, all covenants and agreements of Borrower contained in this Mortgage, and all other expenses incurred by Lender in enforcing the covenants and agreements of Borrower under this Mortgage, shall be deemed to have been satisfied. Upon reinstatement, but not limited to, the attorney's fees and costs of documentary stamps, abstracts and title reports, and all other expenses incurred by this Mortgage, shall be deemed to have been satisfied. Upon reinstatement, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. 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 of competent jurisdiction to take possession of and manage the Property, and to collect the

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