

Lender's or the instrument or applicable law. Borrower agrees that the amount of interest payable shall be as provided in paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall be subject to the provisions of paragraph 11 hereof. All amounts due by Borrower under this Mortgage shall be payable in periodic payments to Lender. The date of each payment shall be the date of disbursement at the rate paid to the borrower. If the amount of any payment of interest at such rate would be contrary to applicable law, such payment shall be at the highest rate permissible under applicable law. Notwithstanding anything to the contrary herein, Lender shall not be responsible or liable in any way hereunder.

8. Inspection. Lender may, at any time, cause an inspection to be made of the Property and that Lender shall be deemed to have accepted the results of such inspection. Lender's acceptance of the Property shall not constitute a warranty of the Property.

9. Condemnation. The proceeds of any condemnation of the Property shall be applied to the payment of the sums secured by this Mortgage and the balance, if any, shall be paid to Lender.

In the event of a total sale of the Property, the proceeds shall be applied to the sums secured by this Mortgage and the excess, if any, shall be paid to Borrower. In the event of a partial taking of the Property, the sums secured by this Mortgage shall be applied to the proceeds of the sale of the Property and the balance, if any, shall be paid to Borrower. The date of taking bears to the fair market value of the Property and the amount of the sums secured by this Mortgage shall be the amount of the proceeds paid to Borrower.

If the Property is being sold by Borrower or if offered for sale by Lender, Borrower agrees that the condemnation does not make any award or title claim for the sums secured by this Mortgage. Lender shall have the right to collect the sums secured by this Mortgage and to collect the sums secured by this Mortgage for the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, the sums secured by this Mortgage shall be extended or postponed to the date of the maturity of the sums secured by this Mortgage and 2 hereof shall be the date of maturity of the sums secured by this Mortgage.

10. Borrower Not Released. Lender shall not be deemed to have released or discharged the sums secured by this Mortgage granted by Lender to Borrower solely by reason of Borrower's failure to pay to release the sums secured by this Mortgage and Borrower's failure to pay to release the sums secured by this Mortgage. Lender shall not be deemed to have released or discharged the sums secured by this Mortgage solely by reason of Borrower's failure to pay to release the sums secured by this Mortgage.

11. Forbearance by Lender Not a Waiver. A forbearance by Lender of any sums secured by this Mortgage shall not constitute a waiver of any sums secured by this Mortgage. Lender's forbearance of any sums secured by this Mortgage shall not constitute a waiver of any sums secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage shall be cumulative and shall not be exclusive of any other remedies available to Lender under applicable law.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The provisions of this Mortgage shall bind the successors and assigns of Borrower and Lender. The provisions of this Mortgage shall bind the successors and assigns of Borrower and Lender. The provisions of this Mortgage shall bind the successors and assigns of Borrower and Lender.

14. Notice. Lender shall be deemed to have given notice to Borrower of any sums secured by this Mortgage and of any sums secured by this Mortgage. Lender shall be deemed to have given notice to Borrower of any sums secured by this Mortgage and of any sums secured by this Mortgage.

15. Uniform Mortgage Governing Law; Severability. This Mortgage shall be governed by the law of the State of New York. This Mortgage shall be governed by the law of the State of New York. This Mortgage shall be governed by the law of the State of New York.

16. Borrower's Copy. Borrower shall receive a copy of this Mortgage and of any sums secured by this Mortgage.

17. Transfer of the Property; Assumption. Borrower shall not transfer the Property without the written consent of Lender.

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 covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail 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 30 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, foreclosure by judicial proceeding, and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 Reinstale. Notwithstanding anything to the contrary herein, Borrower shall have the right to reinstate this Mortgage by paying to Lender the sums secured by this Mortgage and the costs 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.

20. Assignment. Lender may assign this Mortgage and the sums secured by this Mortgage to any person or entity.

21. Entire Agreement. This Mortgage and the instrument or applicable law shall constitute the entire agreement between Lender and Borrower.

22. Counterparts. This Mortgage may be executed in counterparts, each of which shall be deemed to be a copy of this Mortgage and all of which together shall be deemed to be the original of this Mortgage.

23. Notices. All notices to be given by Lender to Borrower shall be given to Borrower at the address of Borrower set forth in this Mortgage.

24. Waiver. Borrower hereby waives any and all defenses, claims, and counterclaims that Borrower may have against Lender under applicable law.

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