

in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

Any amounts disbursed by Bank pursuant to this paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to all other terms of payment, such amounts shall be made payable upon notice from Bank to Borrower requesting payment therefore, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under the applicable law. Nothing contained in this paragraph shall require Bank to incur any expense or take any action hereunder.

9. The proceeds of any award or claims for damages, direct or consequential, in connection with any condemnation or other taking of property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank.

In the event of a total taking of the Premises, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the property unless Borrower and Bank shall otherwise agree in writing, they shall be applied to the sum secured by this Mortgage, such portion of the proceeds as is equal to that proportion which the amount of the sum secured by this Mortgage immediately prior to the date of the taking bears to the fair market value of the Premises immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Premises are abandoned by the Borrower, or if, after notice by Bank to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Bank within thirty (30) days after the date such notice is mailed, Bank is authorized to collect and apply proceeds, at Bank's option, either to restoration, or repair of the property or for the sum as secured by the Mortgage.

Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone any payments due under the Note or Loan Documents.

10. Extension of the time for payment of the sum secured by this Mortgage granted by Bank to any successor-in-interest to Borrower shall not operate to release, in any manner the liability of the original Borrower and the Borrower's successors-in-interest. Bank shall not be required to commence proceedings against successor or refuse to extend time for payment by reason of any demand made by the original Borrower and Borrower's successors-in-interest.

11. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

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