

17. Borrowers' Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrowers 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) Borrowers pay 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) Borrowers cure all breaches of any other covenants or agreements of Borrowers contained in this Mortgage; (c) Borrowers pay all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrowers contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrowers take such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrowers' obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrowers, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrowers hereby assign to Lender the rents of the Property, provided that Borrowers shall, prior to acceleration under Paragraph 16 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 16 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 rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrowers. Borrowers shall pay all costs of recordation, if any.

20. Waiver of Homestead. Borrowers hereby waive all right of homestead exemption in the Property.

21. Construction Loan Provisions. The indebtedness evidenced by the Note is intended to finance the construction of improvements to the Property. Borrowers agree to comply with the covenants and conditions of the Loan Agreement, which is hereby incorporated by reference in and made a part of this Mortgage. All advances made by Lender pursuant to the Loan Agreement shall be indebtedness of Borrowers secured by this Mortgage.

In case of breach by Borrowers of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement, (ii) may accelerate the sums secured by this Mortgage and invoke those remedies provided in Paragraph 16 hereof, or (iii) may do both. Prior to completion of the improvements, sums disbursed by Lender to protect the

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