

(h) If final judgment for the payment of money shall be rendered against Mortgagor and Mortgagor shall not discharge the same or cause it to be discharged within thirty (30) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

Upon the occurrence of a default, the entire principal balance of this loan, including all accrued interest, shall, at the option of the Mortgagee and without notice to the Borrower, become immediately due and payable. Thereupon, Mortgagee may foreclose the lien of this mortgage pursuant to the power of sale hereby granted or by action. In conducting a foreclosure, Mortgagee shall comply with the laws in effect as of the date of the commencement of the foreclosure proceeding. The proceeds of any such sale shall be applied in the following order: (a) to all costs and expenses of the sale, including but not limited to, Mortgagee's fees of not more than five (5%) percent of the gross sale price and costs of title evidence; (b) to all sums secured by this deed of trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

Upon the occurrence of a default, Lender, immediately and without notice and without liability therefor to Borrower, except for gross negligence, may do or cause to be done any or all of the following: (a) take physical possession of the premises; (b) exercise its right to collect the rents and profits derived from the property; (c) enter into contracts for the completion, repair or maintenance of the improvements thereon; (d) expend loan funds and any rents, income and profits derived from the property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the improvements, preservation of the lien of this mortgage and satisfaction and fulfillment of any liabilities or obligations of Mortgagor arising out of or in any way connected with the construction of improvements on the property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into leases demising the property or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the note, this Mortgage, or to aid the execution of any power herein granted; and (g) generally, supervise, manage and contract with reference to the property as if Mortgagee were the equitable owner of the property. Mortgagor also agrees that any of the foregoing rights and remedies of Mortgagee may be exercised at any time independently of the exercise of any other such rights and remedies, and Mortgagee may continue to exercise any or all such rights and remedies until the default or defaults of Mortgagor are cured with the consent of Mortgagee or until foreclosure and the conveyance of the property to the high bidder or until the loan is otherwise satisfied or paid in full. Upon the occurrence of a default, Mortgagee shall be entitled, without notice and without regard to the adequacy of any security for the loan or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the property, and to collect the rents, issues, profits and income thereof, all expenses of which shall be added to the loan and secured hereby.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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