

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 attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right, at the option of the Lender, 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) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. 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.

17. 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 15 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 15 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. This Mortgage shall remain an open mortgage of record to secure future advances even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon written request of the Borrower, Lender will cause the Note and this Mortgage to be released and cancelled of record upon full payment of all sums secured by this Mortgage by the Borrower and compliance by Borrower with all other terms of this Note and this Mortgage. In such event and upon such cancellation of the Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to the Borrower; however, Borrower shall pay all costs of recordation, if any, and all documentary stamps due on any notes or instruments evidencing future advances secured by this Mortgage.

19. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

20. Waiver of Right of Appraisal. Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

21. Future Advances. Upon request of Borrower and prior to release of this Mortgage as provided above, Lender shall make future advances to the Borrower pursuant to the terms of the Note. Such future advances, with interest thereon, shall be secured by this Mortgage when advanced pursuant to the terms and conditions of the Note. At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced in accordance herewith to protect the security of this Mortgage, exceed at any one time the total amount of \$10,000.00.

979

7328-11-2