

property, provided the Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

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

9. **Mortgagor Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

10. **Forbearance by Mortgagee Not a Waiver.** Any forbearance by Mortgagee 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 Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** 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.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as the Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

14. **Mortgagor's Copy.** Mortgagor shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **ACCELERATION; REMEDIES.** UPON MORTGAGOR'S BREACH OF ANY COVENANT OR AGREEMENT OF MORTGAGOR IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, MORTGAGEE PRIOR TO INSTITUTING FORECLOSURE SHALL MAIL NOTICE TO MORTGAGOR AS PROVIDED IN PARAGRAPH 13 HEREOF SPECIFYING: (1) THE BREACH; (2) THE AMOUNT REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO MORTGAGOR, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE WILL RESULT IN FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, MORTGAGEE, AT MORTGAGEE'S OPTION, MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. MORTGAGEE 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. SHOULD THE MORTGAGEE BECOME A PARTY TO ANY SUIT INVOLVING THIS MORTGAGE OR THE TITLE TO THE PREMISES DESCRIBED HEREIN, ALL COSTS AND EXPENSES INCURRED BY THE MORTGAGEE, INCLUDING, BUT NOT LIMITED TO A REASONABLE ATTORNEY'S FEE, SHALL THEREUPON BECOME DUE AND PAYABLE IMMEDIATELY OR ON DEMAND AT THE OPTION OF THE MORTGAGEE, AS A PART OF THE DEBT SECURED HEREBY AND MAY BE RECOVERED AND COLLECTED HEREUNDER.

16. **Assignments of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns all rents, issues and profits of the mortgaged premises from and after default hereunder and agrees that, should legal proceedings be instituted pursuant to this Instrument, any judge having jurisdiction may at chambers or otherwise, appoint a receiver of the mortgaged premises with full authority to take possession of and manage the mortgaged premises and to collect the rents, issues, and profits, including those pass 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.

17. **Future Advances.** This Mortgage shall secure the Mortgagee for such further sums as may be