

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

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the 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, subject to the provisions of paragraph 15 hereof. 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. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor by deed, contract, bond for title or otherwise, without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

15. **ACCELERATION; REMEDIES.** IF THERE IS A DEFAULT IN ANY OF THE TERMS, CONDITIONS OR COVENANTS OF THIS MORTGAGE, OR OF THE NOTE SECURED HEREBY, THEN, AT THE OPTION OF THE MORTGAGEE, AND WITHOUT NOTICE TO MORTGAGOR, ALL SUMS THEN OWING BY THE MORTGAGOR TO THE MORTGAGEE SHALL BE COME IMMEDIATELY DUE AND PAYABLE, AND THIS MORTGAGE MAY BE FORECLOSED. SHOULD ANY LEGAL PROCEEDINGS BE INSTITUTED FOR THE FORECLOSURE OF THIS MORTGAGE, OR SHOULD THE MORTGAGEE BECOME A PARTY TO ANY SUIT INVOLVING THIS MORTGAGE OR THE TITLE TO THE PREMISES DESCRIBED HEREIN, OR SHOULD THE DEBT SECURED HEREBY OR ANY PART THEREOF BE PLACED IN THE HANDS OF AN ATTORNEY AT LAW FOR COLLECTION BY SUIT OR OTHERWISE, ALL COSTS AND EXPENSES INCURRED BY THE MORTGAGEE, INCLUDING 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.

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