

... of the Mortgage, ... of the Property ...

... of the Mortgage, ... of the Property ...

**10. Borrower Not Released.** Except as provided in paragraph 17 hereof, the obligations of Borrower under this Mortgage shall not be released or discharged by the payment or satisfaction of any one or more of the obligations secured by this Mortgage, and Borrower shall remain obligated to pay the principal, interest, taxes, insurance, and other charges secured by this Mortgage until the principal, interest, taxes, insurance, and other charges secured by this Mortgage have been paid in full.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy permitted by applicable law in connection with the exercise of any right or remedy permitted by this Mortgage shall not constitute a waiver of any right or remedy permitted by applicable law in connection with the exercise of any right or remedy permitted by this Mortgage.

**12. Remedies Cumulative.** Any remedies provided in this Mortgage shall not be deemed to be exclusive or to preclude any other remedies permitted by applicable law in connection with the exercise of any right or remedy permitted by this Mortgage.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The obligations of Borrower hereunder shall be binding on Borrower's heirs, assigns, personal representatives, and estate, and shall be enforceable by Lender and Borrower, and shall be enforceable by Lender's heirs, assigns, personal representatives, and estate. The obligations of Borrower hereunder shall be enforceable by Lender and Borrower, and shall be enforceable by Lender's heirs, assigns, personal representatives, and estate.

**14. Notice.** Any notices to Borrower under this Mortgage shall be given by registered mail addressed to Borrower at the Property Address to which the mortgage is secured, or by first class mail addressed to Borrower at the Property Address to which the mortgage is secured, or by delivery in person to Borrower at the Property Address to which the mortgage is secured. Any notices to Lender under this Mortgage shall be given to Lender at the address set forth in the Mortgage.

**15. Uniform Mortgage; Governing Law; Severability.** This Mortgage is made pursuant to the Uniform Residential Mortgage Act and the Uniform Real Property Law, and is intended to conform to the Uniform Residential Mortgage Act and the Uniform Real Property Law. This Mortgage shall be governed by the law of the State of California. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such provision shall be deemed null and void, and the remainder of this Mortgage and the Note shall remain in full force and effect.

**16. Borrower's Copy.** Borrower shall be furnished with a copy of this Mortgage at the time of execution or after recording hereof.

**17. Transfer of the Property; Assumption.** If any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including the creation of a leasehold interest in the Property, the transferee shall assume the obligations of Borrower under this Mortgage. If the transferee is a corporation, partnership, or other entity, the transferee shall assume the obligations of Borrower under this Mortgage. If the transferee is an individual, the transferee shall assume the obligations of Borrower under this Mortgage. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have a lien on the Property for all sums secured by this Mortgage, and the transferee shall be bound to pay the sums secured by this Mortgage. Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option, Lender shall mail Borrower notice of such election in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums so declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:**

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's 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 attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower 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) Borrower pays 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) 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 18 hereof, including, but not limited to, reasonable attorney's 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.

**20. 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 18 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 18 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

B556

4328 RV-21