

10. **Borrower Not Released.** Extension of the term of this Mortgage or any other agreement made by the Borrower under this Mortgage shall not constitute a release of the Borrower from any obligation under this Mortgage. The Borrower shall remain obligated to pay the sums secured by this Mortgage until the sums secured by this Mortgage are paid in full.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender to exercise any right or remedy available to Lender under this Mortgage shall not constitute a waiver of any right or remedy available to Lender under this Mortgage.

12. **Remedies Cumulative.** All remedies available to Lender under this Mortgage shall be in addition to and not in lieu of any other remedies available to Lender under this Mortgage.

13. **Successors and Assigns Bound; Joint and Several Liability; Coptions.** The obligations of the Borrower under this Mortgage shall be binding on the Borrower, the Borrower's heirs, assigns, successors, personal representatives, estate, executors, administrators, trustees, assigns, and assigns-in-interest. The obligations and liability of the Borrower under this Mortgage shall be joint and several.

14. **Notice.** Any notice to the Borrower required by this Mortgage shall be given to the Borrower at the address set forth in paragraph 14 hereof or to the Borrower at the address set forth in paragraph 14 hereof if the Borrower shall be deemed to have been given to the Borrower when given to the address set forth in paragraph 14 hereof.

15. **Uniform Mortgage; Governing Law; Severability.** This Mortgage is a uniform mortgage and shall be governed by the law of the State of New Jersey. If any provision of this Mortgage is held to be unenforceable, the remaining provisions of this Mortgage shall remain in full force and effect.

16. **Borrower's Copy.** Borrower shall receive a copy of this Mortgage at the time of execution or after a reasonable period.

17. **Transfer of the Property; Assumption.** If the Property or any interest therein shall be transferred by Borrower without Lender's consent, the Borrower shall be deemed to have assigned the Property to the Mortgagee. The Mortgagee shall have the right to foreclose on the Property or any interest therein, including an option to purchase. Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable. Lender shall have the right to require the transferee to assume the obligations of the Borrower under this Mortgage and to execute a new mortgage agreement, provided that the transferee is a natural person and that the interest payable on the sums secured by this Mortgage shall be the same as the interest payable on the sums secured by this Mortgage and the Note as provided in paragraphs 17 and 18 hereof.

18. **Acceleration.** If Lender has declared the sums secured by this Mortgage to be immediately due and payable, Lender shall have the right to declare the sums secured by this Mortgage to be immediately due and payable.

19. **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 upon 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.

20. **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 (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.

21. **Assignment of Rents; Appointment of Receiver.** As additional security for Lender, 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.

22. **Assignment of Rents; Appointment of Receiver.** 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

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