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which the amount of the sums secured by this Mortgage is, immediately prior to the date of acceleration, the fair market value of the Property immediately prior to the date of acceleration, less the balance of the sums secured by this Mortgage.

If the Property is abandoned by Borrower or otherwise, Lender has the right to sue for the full amount of the sums secured by this Mortgage for damages. Borrower shall indemnify Lender within 30 days of the date of abandonment or other event which caused the sums secured by this Mortgage to be due and payable for the full amount of the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, Lender shall not be bound to extend or postpone the due date of the sums secured by this Mortgage, or to exercise the right of acceleration under this Mortgage, if the sums secured by this Mortgage are not paid by the due date.

**10. Borrower Not Released.** Extension of the time for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not constitute a release or discharge of the original Borrower and Borrowers' obligations under this Mortgage. No discharge or release shall extend the time for payment of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrowers' successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender of its right to remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of the right of acceleration under this Mortgage. The non-payment of insurance or the payment of taxes or other sums or charges by Lender shall not constitute a waiver of Lender's right to accelerate the maturity of the sums secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are cumulative and in addition to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Options.** The covenants and agreements herein contained shall bind and the rights herein be shared by the Borrowers and their successors, assigns and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All successors in interest of Borrower shall be jointly and severally bound. The covenants and headings of the paragraphs of this Mortgage are for information only and shall not be construed to modify or amend the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Mortgage shall be given by registered mail, or by certified mail addressed to Borrower at the Property Address stated below, except that notices provided in paragraph 18 hereof to be given to Borrower in the manner provided for in that paragraph. Any notice required in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

**15. Uniform Mortgage: Governing Law; Severability.** This Mortgage complies with the uniform provisions for national use and promulgated in accordance with the Uniform Code of Mortgages and related laws, and shall be governed by such provisions. In the event that any provision of this Mortgage or the Note or the Uniform Code of Mortgages or any other law or regulation in conflict with any provision of this Mortgage or the Note which can be given effect without the conflict, the uniform provisions of the Mortgage and the Note shall be declared to be severable.

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

**17. Transfer of the Property; Assumption.** If the Property is sold or transferred by Borrower without Lender's prior written consent, including the creation of a second mortgage, subordinate to this Mortgage, or the creation of a purchase money second mortgage for the benefit of Borrower, or the exercise of a lease, descent or operation of law upon the death of a joint tenant, or the grant of a second mortgage, second lien mortgage, or other security interest containing an option to purchase, Lender may at Lender's option declare the sums secured by this Mortgage to be immediately due and payable. Lender shall have a written option to purchase the Property, and shall exercise the option if the Property is to be sold or transferred and agreement in writing that the sums secured by this Mortgage shall be immediately due and payable. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower exercises the option to purchase the Property, Lender shall have a written option to purchase the Property, and shall exercise the option to purchase the Property if the Property is to be sold or transferred and agreement accepted in writing by Lender. Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises the option to purchase the Property, Lender shall release Borrower from all obligations under this Mortgage and the Note. Lender shall provide a copy of this Mortgage and the Note to Borrower, and shall provide a copy of this Mortgage and the Note to the lender or lender's agent, and shall provide a copy of this Mortgage and the Note to the lender or lender's agent, and shall provide a copy of this Mortgage and the Note to the lender or lender's agent, and shall provide a copy of this Mortgage and the Note to the lender or lender's agent.

Notwithstanding the above, 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, upon acceleration, shall send 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 (1) 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, (2) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (3) 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 (4) 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

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