

the right to foreclose on the Property or to require payment of the sums secured by this Mortgage. If Borrower fails to pay the amounts due under this Mortgage when due, Lender may exercise any rights available to Lender under this Mortgage or under applicable law.

**9.28 RV.2**

**Mortgage.**

This Mortgage and all documents relating thereto shall be construed and interpreted in accordance with the laws of the State of New York.

**10. Borrower Not Released.** Lender's rights and remedies under this Mortgage shall not be affected by any transfer of title to the Property or by any other change in the ownership of the Property. Lender may exercise any rights available to Lender under this Mortgage or under applicable law.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under this Mortgage or under applicable law shall not constitute a waiver of such right or remedy.

**12. Remedies Cumulative.** All rights and remedies of Lender under this Mortgage are cumulative and may be exercised separately.

**13. Successors and Assigns Bound; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind the Borrower and his/her successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. This Mortgage is a personal obligation of the Borrower and shall not be binding upon Lender's heirs, executors, administrators, successors and assigns.

**14. Notice.** Any notice to Borrower under this Mortgage may be given by Lender to the address set forth in paragraph 18 hereof or to the address of Borrower as it appears on the most recent statement of account furnished to Lender by Borrower.

**15. Uniform Mortgage; Governing Law; Securitization.** This Mortgage is a Uniform Mortgage and is intended to be a valid, legal and binding obligation of Borrower, enforceable in accordance with the laws of the State of New York. This Mortgage is not intended to be a negotiable instrument. This Mortgage is not intended to be a security interest in the Property. This Mortgage is not intended to be a Uniform Mortgage under Article 9 of the Uniform Commercial Code. This Mortgage is not intended to be a Uniform Security Agreement under Article 9-A of the Uniform Commercial Code. This Mortgage is not intended to be a Uniform Mortgagor's Note.

**16. Borrower's Copy.** If Borrower desires a copy of this Mortgage at the time of execution or after signing same:

**17. Transfer of the Property; Assumption.** If Borrower transfers the Property or any part thereof to another person, such transfer shall be recorded in the office of the appropriate登记机关 in the name of the transferee. Such transfer shall not affect the validity of this Mortgage. Lender may require that the transferee execute a new Mortgage in favor of Lender in the name of the transferee. Lender may require that the transferee pay to Lender the amount of the unpaid principal balance of this Mortgage plus interest accrued thereon. Lender may require that the transferee pay to Lender the amount of the unpaid principal balance of this Mortgage plus interest accrued thereon, plus attorney's fees and costs of collection, plus any other expenses incurred by Lender in connection with such transfer. Lender may require that the transferee pay to Lender the amount of the unpaid principal balance of this Mortgage plus interest accrued thereon, plus attorney's fees and costs of collection, plus any other expenses incurred by Lender in connection with such transfer.

**18. Acceleration; Remedies.** If Borrower fails to pay any sum due under this Mortgage when due or fails to pay any sum secured by this Mortgage for more than thirty days, Lender may exercise its rights under paragraph 14 hereof, including, but not limited to, the right to foreclose on the Property or to require payment of the amounts due under this Mortgage and release of the Property. If the failure to pay occurs after the date specified in the notice, Lender at Lender's option may accelerate the amounts due under this Mortgage to the earliest date available without further demand or notice to Borrower. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including attorney's fees and costs of documentation, collection, sale, removal and/or removal of the Property or any part thereof owned by Borrower.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the amounts due under this Mortgage, Borrower may reinstate the amounts due under this Mortgage by paying to Lender the amount of the amounts due under this Mortgage discounted at an annual rate of interest equal to the interest rate on this Mortgage plus Borrower pays Lender all sums which would be due under this Mortgage. No late charges, service charges, trustee's advances, finance charges, no acceleration or interest on Borrower's failure to perform any of the covenants or agreements of Borrower contained in this Mortgage, or if Borrower fails to pay the expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, including Lender's costs of collection as set forth in paragraph 18 hereof, including, but not limited to, attorney's fees, and/or if Borrower takes such action as Lender may reasonably require to assist in the foreclosing of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the amounts due under this Mortgage shall continue unbroken. 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 a condition to any foreclosure, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall not be required to accelerate under paragraph 18 hereof or alienate or sell the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration, under paragraph 18 hereof, alienation 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