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1. **Borrower's Right to Cure.** If any sums secured by this Mortgage become due and payable prior to the date set forth in paragraph 18 hereof, Borrower shall have the right to cure such sums by paying such sums to Lender at any time prior to the date set forth in paragraph 18 hereof.

2. **Right to Foreclose.** If any sums secured by this Mortgage become due and payable prior to the date set forth in paragraph 18 hereof, Lender may commence any legal action to foreclose this Mortgage or to take other action provided by law to collect such sums.

Mortgage.

3. **Unless Paid by Borrower.** Unless paid by Borrower, the amounts due under this Mortgage shall bear interest at the rate of twelve percent (12%) per annum.

4. **10. Borrower Not Released.** Lender's rights under this Mortgage shall not be released by the Mortgagee or by Lender's assignment of the Mortgage to another person.

5. **Right to Foreclose.** Lender shall have the right to foreclose this Mortgage or to take other action provided by law to collect the amounts due under this Mortgage by reason of nonpayment by Borrower.

6. **11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising its rights under this Mortgage shall not affect or impair Lender's rights under this Mortgage.

7. **12. Remedies Cumulative.** All remedies available to Lender under this Mortgage may be exercised in addition to any other right or remedy otherwise available to Lender.

8. **13. Successors and Assigns Bound; Joint and Several Liability; Covenants.** In the event of any assignment, Lender's rights under this Mortgage shall be binding upon the assignee. The assignee shall be subject to the same terms and conditions as Lender, and the assignee shall be liable for the payment of all amounts due under this Mortgage.

9. **14. Notice.** Any notice to Borrower under this Mortgage shall be in writing and may be mailed and delivered to the address of Borrower set forth in paragraph 18 hereof or given to Borrower in person, or by leaving the same in a conspicuous place on the Property.

10. **15. Uniform Mortgage; Governing Law; Severability.** This Mortgage is governed by the laws of the State of Florida and by the Uniform Mortgages Act. In the event that any provision of this Mortgage is held to be invalid or unenforceable, such provision shall be severed from this Mortgage and the Note and the remainder of this Mortgage will remain in full force and effect.

11. **16. Borrower's Copy.** Borrower shall receive one copy of this Mortgage at the time of execution or after recording thereof.

12. **17. Transfer of the Property; Assumption.** It is agreed that if the Property is sold or otherwise transferred by Borrower to another individual or entity, Lender may consent thereto in writing and may require the transferor to record the transfer of the Property in the name of the transferee. In the event that the provisions of this Mortgage or the Note are violated by the transferor, Lender may declare the entire amount of the principal balance of this Mortgage and the Note to be immediately due and payable. In such event, the entire amount so declared shall be payable in accordance with paragraph 17 hereof.

13. **18. Lien on Property.** Lender may file a mechanics' lien against the Property in accordance with paragraph 14 hereof. Such mechanics' lien shall not affect the validity of this Mortgage in any way. Borrower may pay the mechanics' lien in accordance with paragraph 18 hereof.

Now Therefore Whereas, Borrower and Lender further covenant and agree as follows:

14. **18. Acceleration; Remedies.** If any payment required by paragraph 17 hereof upon Borrower's breach of any covenant or agreement of Borrower under this Mortgage failing to cure within the time secured by this Mortgage, Lender may accelerate the amount of the sums secured by this Mortgage as provided in paragraph 14 hereof. Notwithstanding the acceleration of the amount of the sums secured by this Mortgage, Lender shall not less than thirty days from the date the notice is required to Borrower to commence action to collect the amount of the sums secured by this Mortgage and sale of the Property. If the amount of the sum accelerated exceeds the note specified in the notice, Lender at Lender's option, may declare all of the amounts due by this Mortgage to be immediately due and payable without further demand or notice to Borrower and may commence action to collect the amount so declared in accordance with paragraph 18 hereof, including, but not limited to reasonable attorney's fees, and, if Borrower takes such action as Lender may reasonably require to assure that the title of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

15. **19. Borrower's Right to Reinstate.** Notwithstanding the acceleration of the sums secured by this Mortgage, Borrower shall have the right to cure any deficiency caused by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment against this Mortgage. If 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, the Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, and Borrower has no reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and Lender's expenses as provided in paragraph 18 hereof, including, but not limited to reasonable attorney's fees, and, if Borrower takes such action as Lender may reasonably require to assure that the title of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

16. **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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