

at least one year after the date secured by this Mortgage, and prior to the date of acceleration of the sums secured by this Mortgage, the fair market value of the Property immediately preceding the date of Acceleration, if the value is equal to or less than:

If the Property is not leased by Borrower at the time of Acceleration, Lender is authorized to make an award of the proceeds of the sale of the Property to the sum secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, such award of the proceeds is to be made at such time and extend or postpone the liquidation of the Property as Lender deems necessary to minimize the loss of such investments.

10. Borrower Not Released. Extension of the time for payment of any sum due under this Mortgage does not release the sums secured by this Mortgage from the liability of the Borrower, and Borrower remains obligated to pay all amounts due under this Mortgage until the date of final liquidation of the Property, unless otherwise provided in writing by Lender.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise effected by applicable law, shall not be construed to affect the exercise of any right or remedy by Lender. The procurement of an extension of the payment of taxes or other expenses by Lender does not constitute a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are cumulative and may be exercised separately, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind and the rights and obligations hereunder shall inure to the benefit of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and shall not affect the construction of the provisions hereof.

14. Notice. Any notice to Borrower relative to this Mortgage shall be given in writing, by certified mail, addressed to Borrower at the address set forth in the Note, or to such other address as Borrower may designate. Such notice shall be deemed to have been given to Borrower when received by the person designated.

15. Uniform Mortgage Governing Law; Severability. This Mortgage is governed by the laws of the state in which it was executed for natural use and consumption purposes with the intent that it be valid and binding in such state, notwithstanding any provision covering real property. This Mortgage shall govern the law of the state in which the Property is located. In the event that any provision or clause of this Mortgage is held invalid, illegal or unenforceable, such provision or clause shall be deemed severable from the remainder of this Mortgage or the Note and shall not affect the validity or enforceability of the remainder of the Mortgage and the Note so far as they are concerned.

16. Borrower's Copy. Borrower shall be furnished a copy of this Mortgage at the time of execution or after acceleration, if so desired.

17. Transfer of the Property; Assumption. If all or a part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including, but not limited to, a transfer to an immediate subordinate to this Mortgage, the instrument of conveyance or assignment shall contain language which reads "I, the donor, do hereby transfer to [Name] the sum due or to become due under this Mortgage, or less, and containing an option to purchase. Lender may at Lender's option, accept such transfer and treat the Mortgage to be immediately due and payable. Lender shall have the right to require a conveyance of title to the property to Lender and the person to whom the Property is to be sold or transferred to such extent and to such time as Lender may determine to be reasonable to Lender and that the interest payable on the same secured by this Mortgage and the amount due to Lender shall be paid. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower has sold or transferred as aforesaid, a written assumption agreement, accepted in writing by Lender, Lender shall require Borrower to execute and deliver to Lender this Mortgage and the Note."

If Lender exercises such option to require a conveyance of title to Lender, then we will be of no objection in accordance with paragraph 18 hereof. Such option shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sum secured by the Note. If Borrower fails to do so, and Lender has not exercised such option, Lender may, without further notice or demand on Borrower, and in any manner 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 under this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give 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 exams, 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 take 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 enjoining 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 issued 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