

any or all of the sums secured by this Mortgage, including the amounts of any sums secured by this Mortgage which have accrued prior to the date of acceleration of the sums secured by this Mortgage.

If the Property is sold by Borrower, or if the title to the Property is otherwise transferred, Lender may require Borrower to execute a new Mortgage in favor of Lender, and Lender may require Borrower to pay the costs of recording and filing the new Mortgage in favor of Lender, and the new Mortgage shall be subject to the same terms and conditions as this Mortgage.

Unless otherwise provided by law, Lender may, at any time, extend the time for payment of any sum secured by this Mortgage, or extend or postpone the date of the maturity of any sum referred to in this Mortgage, or grant any other accommodations.

10. Borrower Not Released. Extension of the time for payment of any sum secured by this Mortgage granted by Lender to the Successor or Assignee of Borrower, or to any other person, shall not affect the liability of the original Borrower, nor will it release Borrower from the obligation to pay such sum, or any part thereof, to Lender, or if the extension is for a shorter period than the original term of the Mortgage, on account of any demand made by the original Borrower, and Borrower shall remain liable.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising the right to foreclose or otherwise effect the collection of any sum secured by this Mortgage, or any other right or remedy under this Mortgage, shall not be a waiver of any and all the rights of Lender, including the right to accelerate the payment of the sums secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage, or in any note or other instrument or agreement relating to the Property, shall not preclude the exercise of any other right or remedy under this Mortgage or afforded by applicable law, shall not be a waiver of any and all the rights of Lender, including the right to accelerate the payment of the sums secured by this Mortgage.

13. Successors and Assigns Bound; Joint and Several Liability; Cessions. The covenants and agreements herein contained shall bind and the obligations hereunder be binding upon the successors and assigns 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 control the meaning of the provisions thereof.

14. Notice. Any notice to Borrower under this Mortgage, or to the Note, may be given by certified mail addressed to Borrower at the Present Address or by express delivery to the address set forth in paragraph 18 hereof to be given to Borrower in the manner provided by law, and shall be deemed to have been given to Borrower when delivered in accordance therewith.

15. Uniform Mortgage; Governing Law; Securability. This Mortgage is a uniform mortgage, subject to the Uniform Mortgages and Uniform Security Interest in Land and Chattel, and to the laws of the state in which the Property is located. In the event that any provision or clause of this Mortgage or the Note is held invalid, illegal, or unenforceable, the other provisions of this Mortgage or the Note which are given effect without the conflicting provision, and the validity of the remaining provisions of the Mortgage and the Note, shall not be affected.

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

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including, as the creation of a lien or claim against Lender in reference to this Mortgage, for the creation of a security interest for borrowed or lent monies, or a transfer by devise, descent or by operation of law, or the devolution of a mortgaged interest, or the creation of an interest in the assets of lessor and notwithstanding an option to purchase, Lender may, at Lender's election, declare that the property secured by this Mortgage to be immediately due and payable. Lender shall have no notice of any transfer of the Property, or of the date or time when the Property is to be so transferred, unless Lender receives written notice that the subject of such transfer is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be paid to Lender and Lender. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from liability to Lender, the Mortgage, and the Note.

If Lender exercises such option to accelerate, Lender shall send Borrower notice of such action in accordance with paragraph 16 hereof. Such notice shall provide a period of ten days from the date of the notice provided herein which Borrower may pay the sums due and due. If Borrower fails to pay such sums within the expiration of such period, Lender may, without further notice or demand on Borrower, make any remedies 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 in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to 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.

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 (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 enforcing 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 secured hereby shall return 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