

any sums secured by this Mortgage, at the present value of the fair market value of the Property and the principal amount of the principal balance of the sums secured by this Mortgage.

If the Property is sold under the provisions of this paragraph, Lender may, in its discretion, offer to make an award of the net proceeds of such sale to Borrower, or if Lender so desires, Lender may retain all or any portion of the net proceeds of such sale.

#### Matters:

Unless Lender and Borrower otherwise agree, nothing contained in this Mortgage shall be construed to prohibit Lender from making any prepayments of any sums secured by this Mortgage.

**10. Borrower Not Released.** Payment of the sums secured by this Mortgage does not release Borrower from the liability of the sums secured by this Mortgage, unless Lender has given written notice to Borrower that it has done so. Lender's right to collect the sums secured by this Mortgage, by reason of any default made by the original Borrower and Borrower's successors in title.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising its right or remedy hereunder, or otherwise, granted by applicable law, statute or contract, in the exercise of any right or remedy hereunder, the procurement of payment of the amount of taxes or other assessments by Lender shall not be deemed to have given Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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

**13. Successors and Assigns Bound; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind the heirs, executors, administrators, 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 covenants and headings of the paragraphs of this Mortgage are for convenience only and are not intended to interpret or define the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the address of Borrower set forth in paragraph 13 hereof, or if the same is not so set forth, to the address of Borrower on the date of acceleration of this Mortgage. Such notice is deemed to have been given to Borrower when given in the manner specified above.

**15. Uniform Mortgage; Governing Law; Severability.** This form of Mortgage, and the uniform covenants for personal use and consumption purposes will be used by Lender in the enforcement of certain security interests in real property. This Mortgage shall be governed by 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 conflicts with any other law, such conflict shall not affect other covenants of this Mortgage or the Note which are in accordance with the laws of the state in which the Property is located and the covenants of the Mortgage and the Note are deemed to be valid.

**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 during the term of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including a sale to a bona fide purchaser subsequent to this Mortgage, the transferor of a portion or all of his/her interest for consideration shall be a transfer by devise, descent or by operation of law, and the duration of the interest so transferred shall not exceed three years or less nor containing an option to resell. Lender may, at Lender's option, decline to accept such transfer by the Mortgagor to be immediately due and payable. Lender may have the right of appraisal of such interest by the transferor. Lender and the power to whom the Property is to be sold or transferred shall remain intact during the term of such interest notwithstanding Lender's right that the interest payable on the sums secured by this Mortgage shall be paid to Lender. Such transfer. If Lender declines the option to accelerate provided in this paragraph 17 and if Borrower subsequently has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from liability under this Mortgage and the Note.

If Lender receives a copy of a conveyance, sale or transfer of Borrower's interest of acceleration in accordance with paragraph 18 hereof, Lender may require a period of time, not to exceed thirty days from the date the notice is mailed within which Borrower may pay the sums secured by this Mortgage, if so required by Lender, and if no payment is made within the specified period, Lender may, without further notice or demand, Borrower's interest may be foreclosed in accordance with 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 may, for acceleration, demand payment 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 Lender, such breach must be cured, and (4) that failure to cure such breach, or later, 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 thereby 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