

shall be deemed to have been given to Borrower or to Lender when mailed in the manner designated herein, except that notices of address changes shall be deemed given when received.

13. SEVERABILITY. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

14. DUE ON SALE. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, (excluding only (a) the creation of a mortgage or lien subordinate to the lien of this Mortgage, (b) the grant of any leasehold interest of three years or less not containing an option to purchase, (c) the creation of purchase-money security interests in household appliances, (d) transfers arising by virtue of devise, descent, operation of law, death or divorce, and (e) transfer to a trust when the Borrower remains a beneficiary and which does not transfer the Borrowers' rights of occupancy) then Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

15. ACCELERATION; REMEDIES. Upon the occurrence of any Default under the Note or upon Borrower's breach of any covenant, promise or agreement in this Mortgage, including the promises and covenants to pay when due any sums secured by this Mortgage, 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 invoke any of the remedies permitted by applicable law.

16. ASSIGNMENT OF RENTS. As additional security hereunder, Borrower hereby assigns to Lender all the rents, issues, profits and income prior to any default in payment of any indebtedness secured hereby or in performance of any promise or agreement in this Mortgage or the Note, to collect and retain such rents, issues, profits and income as they become due and payable. Borrower hereby gives Lender the right, power and authority, which may be exercised without notice by Lender upon any default under the Note or this Mortgage, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the Property and any part thereof, in its own name and take possession of the Property and any part thereof, in its own name sue for or otherwise collect such rents, issues, profits and income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues, profits and income, and the application thereof as aforesaid, shall not cure or waive any Default or notice of Default.

17. RELEASE. Upon payment and discharge of all sums secured by this Mortgage, this Mortgage shall become null and void and thereafter Lender shall provide Borrower with a properly executed release of this Mortgage in recordable form without additional charge to Borrower. Borrower shall pay all costs of recording such release, if any.

18. BORROWER UNDERSTANDS NOTE; BORROWER'S COPY. THE BORROWER HAS READ AND UNDERSTANDS THE NOTE SECURED HEREBY. BORROWER HAS RECEIVED A CONFORMED COPY OF THE NOTE AND THIS MORTGAGE.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

James J. Dukan
W. J. Rothwell

The above witnessed the execution
hereof by all ... Borrowers

William J. Finley, Jr. (SEAL)
WILLIAM L. FINLEY, JR. -Borrower

Clara Idelia Finley (SEAL)
CLARA IDELIA FINLEY -Borrower
(this signature not necessary) (SEAL)
-Borrower