

9. **Condemnation.** The proceeds of any award or compensation for the taking of all or part of the Property, or any part thereof, shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph. In the event of a partial taking of the Property, the amount of the proceeds shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph until the amount of the sums secured by this Mortgage is paid in full. In the event of a total taking of the Property, the proceeds shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph until the amount of the sums secured by this Mortgage is paid in full. In the event of a partial taking of the Property, the amount of the proceeds shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph until the amount of the sums secured by this Mortgage is paid in full.

In the event of a total taking of the Property, the proceeds shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph until the amount of the sums secured by this Mortgage is paid in full. In the event of a partial taking of the Property, the amount of the proceeds shall be applied to the satisfaction of the indebtedness secured by this Mortgage in the order set forth in this paragraph until the amount of the sums secured by this Mortgage is paid in full.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Lender offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of an installment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify an installment of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be 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 distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective 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 are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that 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 provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. **Transfer of the Property; Assumption.** If a portion or all of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including a sale, lease, mortgage, or other encumbrance subordinate to this Mortgage, or the creation of a purchase money security interest for the purchase and any such transfer by devise, descent, or by operation of law upon the death of a mortgagor or upon the grant of an annuity or interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach agreement in writing that is satisfactory to Lender and that the interest to be paid on the sums secured by this Mortgage shall be at least equal to Lender's interest. If Lender has waived the option to accelerate provided in paragraph 17 and if Borrower or the person to whom the Property is sold or transferred has executed a written assumption agreement acceptable to Lender, Lender shall not be required to accelerate the sums secured by this Mortgage and the Note.

If Lender exercises its option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of 30 days from the date the notice is mailed within which Borrower may pay the sums due and due if Borrower fails to pay such sums within the specified period, Lender may, without further notice, demand of Borrower the sums due and due as provided in paragraph 17 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender hereby consent 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 30 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 any provision to the contrary in this Mortgage, Borrower shall have the right to reinstate this Mortgage by paying to Lender the sums due and due as provided in paragraph 17 hereof, together with 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. If Lender has accelerated the sums secured by this Mortgage, Lender shall give Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of 30 days from the date the notice is mailed within which Borrower may pay the sums due and due if Borrower fails to pay such sums within the specified period, Lender may, without further notice, demand of Borrower the sums due and due as provided in paragraph 17 hereof.

20. **Assignment of Rents; Appointment of Receiver.** As a condition to the making of this Mortgage, Borrower shall assign to Lender all rents and proceeds from the Property, whether or not such rents and proceeds are due or payable, and shall execute and deliver to Lender a proper assignment of such rents and proceeds. Lender shall have the right to appoint a receiver to collect and apply the rents and proceeds from the Property to the satisfaction of the indebtedness secured by this Mortgage. 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.

0044

4325 RV-2