prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays I ender 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 I ender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing I ender'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 unimpaited. Upon such payment and cure by Borrower, this Mortgage and the obligations secured 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 rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

R D H PROPERTIES, A LIMITED PARTNERSHIP
BY: Ly ly (Seal) Ralph W. Pope, Partner —Borrower (Seal) —Borrower
(Seal) —Borrower
County ss:
ersigned and made oath that s/he saw the
act and deed, deliver the within written Morigage; and that
witnessed the execution thereof.
ober
ober 19.83 (cal) John H. Chers
County ss:

applicable y Public, do hereby certify unto all whom it may concern that e within named
parately examined by me, did declare that she does freely, ar of any person whomsoever, renounce, release and forever , its Successors and Assigns, all
m of Dower, of, in or to all and singular the premises within
day of
Seal)
Reserved For Lender and Recorder)
MENALS.

4 7328 FRV.2N