which from the character or use of the Property may be reasonably necessary to protect the value of the Property mortgaged hereby.

If this Mortgage is on a leasehold, Borrower shall comply with all provisions of any lease.

If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and all constituent documents.

- 7. <u>INSPECTIONS</u>. Lender may make or cause to be made reasonable entries upon and inspections of the Property.
- any covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option may (but is not obligated to) make such appearances, disburse such sums and take any such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of payments for property taxes, municipal assessments, payments due under prior mortgages or other encumbrances, insurance premiums and reasonable attorneys' fees and entry upon the Property and for repairs to the Property.

Any amounts disbursed by Lender pursuant to this Section 8, with interest thereon at the rate set forth in the Note, shall become additional indebtedness of the Borrower secured by this Mortgage. All such sums shall be payable immediately upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement by Lender.

Nothing contained in this Section 8 shall require Lender to incur any expense or take any action hereunder. No payment or action by Lender under this Section 8 shall cure or waive any Default of Borrower under the Note or this Mortgage or any notice of Default from Lender to Borrower.

- 9. FORBEARANCE BY LENDER NOT A WAIVER; BORROWER NOT RELEASED. Any forebearance or delay by Lender in exercising any right or remedy hereunder, under the Note, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Also, any such forebearance or delay shall not release Borrower from any of Borrower's obligations under the Note or this Mortgage.
- 10. 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.
- 11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements contained in this Mortgage and in the Note shall bind, and the rights under this Mortgage and the Note shall inure to, the respective heirs, successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Mortgage and the Note are for convenience only and are not to be used to interpret or define the provisions hereof or thereof.
- 12. NOTICES. Except for any notice required by applicable law to be given in a different manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested and postage prepaid, 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 and postage prepaid, to FAM Mortgage Servicing, Inc., P.O. Box 73198, Baltimore, MD 21273 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage or the Note

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