

subject to all of the covenants of this Mortgage, including the payment of principal and interest of the Property and other obligations of the Borrower under this Mortgage.

If the Property is sold by the Borrower or otherwise disposed of, Lender may make a demand upon the Borrower for the balance due under this Mortgage, less the amount of the proceeds of such sale. Lender is entitled to collect and pay the proceeds of such sale against the amount due under this Mortgage, which is secured by this Mortgage.

Unless Lender and Borrower otherwise agree, Lender may extend or postpone the due date of the monthly installments referred to in paragraphs 11 & 12 hereof, during the time of such installments.

10. Borrower Not Released. Extension of the time for payment shall not affect the obligation of the sums secured by this Mortgage, granted by Lender to the use and benefit of Borrower, to remain due and owing at the time of the original Borrower and Borrower's successors in interest, Lender's right to collect and receive payment of such sums, or to extend time for payment or otherwise modify or terminate the security of the Mortgaged property of any debtor 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 to foreclose or otherwise afforded by applicable law, shall not be construed as a waiver of any such remedy by Lender. The nonassertion of any one or more of the covenants of this or other documents by Lender, or any extension of Lender's right to foreclose, the security of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage, or contained in any other document, right or remedy under this Mortgage, are afforded by Lender, are not exclusive, and may be used singly or jointly.

13. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind the original Borrower and his/her heirs, executors, administrators, successors, assigns, and Borrower's wife, children, and other dependents, and shall be subject to the provisions of paragraph 17, and all acts done by Borrower under this Mortgage, shall be subject to the provisions and headings of the paragraphs of this Mortgage, as far as they relate to the original Borrower, his/her heirs, executors, administrators, successors, assigns, and Borrower's wife, children, and other dependents, as hereof.

14. Notice. Any notice to Borrower required by this Mortgage, or the giving of any notice to be given shall be deemed valid if addressed to Borrower at the Property Address set forth in paragraph 18 hereof, or given to Borrower at the address as recorded by Lender. Any notice given by Lender under this Mortgage shall be deemed to have been given to Borrower when sent in the manner designated.

15. Uniform Mortgage; Governing Law; Severability. This instrument contains no provision for a general and non-inclusive covenant with respect thereto, but such, if any, may be inserted by mutual agreement of the parties hereto. This Mortgage shall be governed by the laws of the state in which the Property is located. In the event that any provision or term of this Mortgage or the Note, conflicts with any applicable law, such provision or term shall be deemed void of the Mortgage or the Note, which shall be governed by such applicable law, leaving the remainder of the provisions of the Mortgage and the Note declared to be in force.

16. Borrower's Copy. Borrower shall be furnished a copy of this Mortgage at the time of execution or after acceleration hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's consent, including the case of death, divorce, and/or separation of the co-owners of the Property, the rights and interests in such property for the purpose of transfer shall be transferred by devise, descent or by operation of law upon the death or termination of the right of the co-owner(s) of the property who is not continuing an option to purchase, if such option is contained in the Note, and by this Mortgage to be immediately due and payable. Lender shall have a valid assignment of title to the Property from the original Lender and the person to whom the Property is to be sold or transferred, and agreement in writing to such effect, in form satisfactory to Lender, and if the interest payable on the sums secured by this Mortgage is to be assumed by the transferee, Lender is waived the option to accelerate provided in this paragraph 17 and 18. Borrower agrees to execute any written assumption agreement accepted in writing by Lender. If Lender accepts Borrower's proposed transfer of this Mortgage and the Note,

If Lender receives notice from the original Lender or from Borrower of such intention in accordance with paragraph 14 hereof, such notice shall include a copy of the proposed assignment, and notice is mailed within which Borrower may pay the sums due under this Mortgage, and if such sums are paid, Lender may, without further notice or demand on Borrower, release any lien placed on the Property under 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 in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall send 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 thirty 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, causes the 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 waive 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 enjoining 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 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