

2. Funds for Taxes and Insurance. Subject to certain conditions set forth in this paragraph, Lender on the day monthly installments of principal and interest are due and payable under Note, shall hold in "Funds" (equal to one-twelfth of the yearly taxes and assessments due on the Property under this Mortgage) or ground rents on the Property, if any, plus one-twelfth of yearly premiums on such insurance as may be required, monthly premium installments for mortgage insurance, if any, and such other amounts as Lender may determine to be necessary to pay the taxes, assessments and bills and reasonable estimates thereof. The Funds shall consist of deposits of amounts of which are insured or guaranteed by a Federal or state agency, including Federal Home Loan Bank funds, and Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, and for such legal expenses of collecting and applying the Funds or verifying and compiling said assessments and taxes. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall accrue. In case of such an agreement, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower without charge an annual accounting of the Funds showing credits and debits to the Funds and the amount of interest paid to the Funds as well as the amount of the Funds so pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds available prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, the excess amount of Borrower's option will be promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower of the payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold by the Person to whom it was assigned by Lender, Lender shall apply, no later than immediately prior to the sale of the Property, such sum as Lender holds in Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless otherwise provided in the Note, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied to Lender's account in the order of priority set forth in Lender's Note, and then under paragraph 2 hereof, then to interest payable on the Note and then to Advances and finally to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall not leave, accumulate or allow to accumulate any charges, fees and impositions attributable to the Property which may attach a priority over this Mortgage, and Lender shall have the right to collect such charges in the manner provided under paragraph 2 hereof or by Borrower making payment therefor directly to the party entitled thereto. Borrower shall promptly furnish to Lender all notices of encumbrances under this Mortgage and to the extent Borrower shall make payment directly, Borrower shall promptly furnish to Lender all appropriate documents. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to do so more than such lien so long as Borrower shall agree in writing to the payment of the amount of such lien to Lender or to a person acceptable to Lender or shall in good faith contest such lien by, or defend under or otherwise defend against proceedings taken to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements to every state, fire and/or theft on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums, insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and descriptions of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is reasonably feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not reasonably feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess if any paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to account to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance 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.

If under paragraph 18 hereof the Property is acquired by Lender, all right title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, neglect or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the 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 disengagements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may take such apprentices, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion.