

Establishment of the sums secured by this Mortgage or indirectly given to the date of taking possession of the real estate value of the Property immediately prior to the date of taking possession, the balance of the principal due to the Lender.

If the Property is damaged by Borrower or if caused by Lender to Borrower, the cost of repair may be awarded as sole compensation for damages. Borrower fails to repair the damage within 30 days of notice, Lender is entitled to deduct from the proceeds of Lender's sale the amount necessary to repair of the Property, and the same so used by Lender.

Unless Lender and Borrower otherwise agree in writing, the monthly interest rate charged by Lender to Borrower on the principal amount of each loan shall be the rate of the monthly installments referred to in paragraphs 1 and 2 of this Agreement. The amount of such installments

10. Borrower Not Released. Extension of the time for payment or cancellation of any portion of the debt secured by the Mortgage granted by Lender to any successor in interest to Borrower shall not affect the right of Lender to foreclose the title of the original Borrower and Borrower's successors in interest. Lender shall not be bound by any agreement, express or otherwise, to extend time for payment or the date of final amortization of the debt secured by the 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 to exercise any right, remedy or power, or otherwise, afforded to it by this Note shall not constitute a waiver of the exercise of such right, remedy or power by Lender. The nonassertion of any one or more of the events of default or nonpayments of interest by Lender shall not affect Lender's right to accelerate the maturity of the indebtedness created by this Note.

12. Remedies Cumulative. All remedies provided in this Manual may be used in addition to any other right or remedy which the Manual or individual circumstances may permit, except as otherwise specifically provided.

13. Successors and Assigns Bound; Joint and Several Liability; Cessions. The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 and Article 18, and shall govern Borrower's joint and several liability. The covenants and liabilities contained in the Manuscript Agreement shall not be affected by any change in the name or address of the company, firm or individual.

14. Notice. Any notice or document required to be given under this section may be given by certified mail addressed to the principal place of business of the party to whom it is directed, or by registered mail addressed to the principal place of business of the party to whom it is directed, or by personal delivery to the party to whom it is directed, or by telephone, provided that the party to whom it is directed has given his telephone number to the party giving the notice or document.

15. Uniform Mortgage; Governing Law; Severability. The terms of this Agreement shall be deemed valid and enforceable for residential uses and non-residential uses and shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, without regard to the laws of the state or country in which the real property subject to the Mortgage is located. In the event that any provision, condition or covenant contained in the Mortgage is held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision, condition or covenant shall be severed from the rest of the Mortgage and the remaining provisions of the Mortgage and the Note shall remain in full force and effect.

16. Borrower's Copy. Both parties shall furnish to the other party at the time of execution or after

17. Transfer of the Property; Assumption. It is agreed that the Property may be transferred to any other individual or entity by the Seller without notice to the Buyer, provided that the transfer does not violate the terms of this Agreement. The Seller shall provide the Buyer with written notice of any such transfer at least 30 days prior to the date of transfer. The Buyer shall have the right to refuse to accept the transfer if it violates the terms of this Agreement. In the event that the Buyer refuses to accept the transfer, the Seller shall be entitled to cancel the Agreement and receive a full refund of all monies paid by the Buyer.

Defendant's defense of "negligence" is inconsistent with paragraph 10 of the complaint, which states that defendant "acted negligently." Because this defense is inconsistent with the complaint, it must be rejected.

New England Classmate Books will decide to keep silent and act as follows:

18. Acceleration; Remedies. In case of non-payment of any amount due under Paragraph 17, credit given. Moreover, breach of any condition contained in Paragraph 17, credit given. Mortgagor agrees to pay when the same sums secured by this Mortgage become due and payable to the Lender as provided in paragraph 14 hereof, including all interest, if any, accrued thereon. Such sums, or less than thirty days from the date of notice, may be paid to the Lender by the Mortgagor, and the Lender may sue for such amounts as may be due to him by reason of the non-payment of the sums secured by this Mortgage or any of the Property. If the credit given is not paid when the time specified in the notice, Lender shall have the right to sell any or all of the property secured by this Mortgage privately or publicly without further notice, and the Lender may, notwithstanding Paragraph 14, sue to collect on such amounts as may be due to him by reason of the non-payment of the sums secured by this Mortgage.

19. Borrower's Right to Reinstate. Notwithstanding any provision of the documents to which this Mortgage is subject, Borrower shall have the right to reinstate the Mortgage by paying all amounts due under the Mortgage, including interest accrued prior to the date of payment, plus all sums which would be payable under this Mortgage, the Note and other security for the Advances if any had been accelerated, together with all the costs of any other covenants or agreements of Borrower contained in this Mortgage, or otherwise in any document evidencing the obligations and agreements of Borrower under this Mortgage, including, but not limited to, paragraph 18 thereof, including, but not limited to, reinstatement of taxes, assessments and like Borrower takes such action as Lender may reasonably require to assure that the title to the Mortgage, Lender's interest in the Property and Borrower's obligation to pay the Advances under this Mortgage shall continue unbroken. Upon such payment and cure by Borrower, this Mortgage and the security interest therein shall be reinstated, 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, if so elected, assign the title to the Property) and the right to collect and retain such rents as they become due and payable.

This acceleration under paragraph 18 creates an easement of the Property. The easement shall be entitled to an attorney appointed by Plaintiff and shall be granted in favor of the Plaintiff or his/her assignee.