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which the amount of the sums secured by this Mortgage immediately prior to the date of taking taxes to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the lender offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lenders 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 repair and 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.

10. Borrower Not Released. Extension of the time for payment or modification of an acceleration of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify or acceleration of the sums secured by this 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 in exercise of any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lenders right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage in default and in addition to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised simultaneously, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Options. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The options and headings of the paragraphs of this Mortgage are for convenience only and do not constitute an attempt to define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing and notice by certified mail addressed to Borrower at the Property Address stated in the instrument referred to in paragraph 15 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner described herein.

15. Uniform Mortgage; Governing Law; Severability. This instrument is a general form prepared for national use and conforming in its terms with uniform provisions by the Uniform State Law Institute for the instrument securing real property. This Mortgage shall be governed by the law of the State in which the Property is located. In the event that any provision or clause of this Mortgage or the Note is held to be invalid, unenforceable or illegal in any jurisdiction, the provisions of this Mortgage or the Note which can be given effect without the invalid, unenforceable or illegal provisions of the Mortgage and the Note shall nevertheless survive.

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

17. Transfer of the Property; Assumption. If the Property or any interest therein is sold or transferred by Borrower without Lenders consent, the transferee shall take the Property subject to this Mortgage, the obligations of the transferee to pay the sums secured by this Mortgage shall be assumed by the transferee, and the transferee shall be deemed to have assumed the debt of the transferee in the event of any acceleration of the sums secured by this Mortgage. Lender may at Lenders option, upon the occurrence of the event specified in this paragraph, require the transferee to assume the debt of the transferee immediately due and payable. Lender shall have the right to require the transferee to assume the debt of the transferee immediately due and payable. Lender and the person to whom the Property as to be sold or transferred has agreed to accept the transferee's assumption of the debt of the transferee. Lender and that the interest payable on the sums secured by this Mortgage shall be paid to Lender as provided. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower is unable to obtain the transferee's written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender has waived the option to accelerate provided in this paragraph 17, Borrower shall be deemed to have assumed the debt of the transferee immediately due and payable. Lender and the person to whom the Property as to be sold or transferred has agreed to accept the transferee's assumption of the debt of the transferee. Lender and that the interest payable on the sums secured by this Mortgage shall be paid to Lender as provided. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower is unable to obtain the transferee's written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

Notwithstanding to the contrary, 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 may, at Lenders option, shall, in addition to Borrower as provided in paragraph 14 hereof, accelerating when due any sums secured by this Mortgage, by notice to Borrower, as provided in paragraph 14 hereof, a date not less than thirty days from the date the notice is mailed to Borrower, by which such sums shall be due and payable, and (4) that failure to cure such breach within the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the loan is not cured or, on failure the date specified in the notice, Lender at Lenders 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 any means provided. 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 stamp or ad valorem taxes and other charges which would be attributable to sums secured by this Mortgage.

19. Borrower's Right to Reinstate. Notwithstanding Lenders acceleration of the sums secured by this Mortgage, Borrower shall have the right to have 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, and (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lenders 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, Lenders interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. 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 to Lender, 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

4328 RV-21