

Lender's written agreement or approval. Borrower shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage.

Any amount disbursed by Lender pursuant to this Mortgage shall be subject to the lien of this Mortgage. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage.

8. Inspection. Lender may and is authorized to be made access to the Property and to inspect the same at any time during the term of this Mortgage to determine that Lender's charge on the Property is not being properly maintained and to protect Lender's interest in the Property.

9. Condemnation. The proceeds of any condemnation or other taking of the Property, or part thereof, shall be paid to the Borrower, and the amount of such proceeds 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, the Borrower and Lender shall 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 which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears 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 the same is taken by Lender to Borrower that the condemnation offers to make an award or settle a claim for damages, Borrower shall be bound to Lender within 30 days after the date such notice is received. Lender is authorized to collect and apply the proceeds of Lender's suit or other to restoration or repair of the Property to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any extension of the proceeds to principal shall not extend or postpone the due date of the monthly installments required to pay the principal and 2 percent interest on the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification or amortization 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 amortization 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 exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be construed to preclude the exercise of any such right or remedy. The payment of insurance on the property or the payment of taxes or charges by Lender shall not be construed as Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage shall be in addition to any other rights or remedies under this Mortgage and shall not be construed to exhaust or limit the remedies available to Lender or Borrower.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the successors, assigns 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 captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law, no notice in any other matter shall be given to Borrower provided for in this Mortgage unless the same is given to the Borrower at the address specified in this Mortgage or to the Property Address or to such other address as Borrower may designate in writing to Lender as provided herein, and the same notice to Lender shall be given to the Property Address and to such other address as Lender may designate in writing to Borrower as provided herein. A notice provided for in this Mortgage shall be deemed to have been given to Borrower if it is given to the address designated herein.

15. Uniform Mortgage; Governing Law; Severability. This Mortgage is subject to the Uniform Mortgage Act, and the provisions hereof shall be construed in accordance with the provisions of such Act. In the event that any provision of this Mortgage is held to be invalid, unenforceable or illegal under the law of any jurisdiction, the remainder of this Mortgage shall remain in full force and effect. The provisions of this Mortgage shall be severable and shall survive the termination or expiration of this Mortgage.

16. Borrower's Copy. Borrower shall receive a copy of this Mortgage and the Note at the time of the closing of this Mortgage.

17. Transfer of the Property; Assumption. If the Property is sold, transferred, conveyed, or otherwise disposed of by Borrower, or if the Property is sold, transferred, conveyed, or otherwise disposed of by Lender, the Mortgage shall remain in full force and effect, and the obligations of Borrower under this Mortgage shall be assumed by the transferee of the Property. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage. Lender shall not be bound by any conditions, printed or otherwise, on any instrument or document if such conditions conflict with the provisions of this Mortgage.

If Lender exercises its right to accelerate the maturity of the sums secured by this Mortgage, the Borrower shall be deemed to have agreed to pay the sums secured by this Mortgage with interest at the rate of 2 percent per annum, which Borrower shall pay to Lender within 30 days after the date of acceleration. Lender may, without limitation, exercise its right to accelerate the maturity of the sums secured by this Mortgage.

Notwithstanding to whom the sums secured by this Mortgage are payable:

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 mail 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 30 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 may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 to whom the sums secured by this Mortgage are payable, Borrower shall have the right to reinstate this Mortgage by paying to Lender the sums secured by this Mortgage with interest at the rate of 2 percent per annum, which Borrower shall pay to Lender within 30 days after the date of acceleration.

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