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Lender's written agreement or applicable law. Borrower shall pay the interest on all sums secured by this Mortgage in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7 with interest thereon shall be an 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 in writing, payment thereon shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under 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 under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make a cause to be made reasonable inspection and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection, such notice being 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 compensation in respect 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 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 taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to accept the offer within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the 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, 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, in charge the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or discharge of any installment 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 to set aside or alter the time for payment or discharge of any installment 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 its 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 provisions of this mortgage and the payment thereon shall not be affected by any forbearance by Lender and shall not be a waiver of Lender's right to accelerate the maturity of the sums secured by this Mortgage.

12. Remedies Cumulative. All remedies provided for in this Mortgage are hereby and cumulatively to any other right or remedy under this Mortgage and all other laws, and shall be exercised cumulatively, independently or successively.

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 benefit of the 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 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 notices provided for in other paragraphs hereof, all notices to be given in any other manner, including notice to Borrower provided for in this Mortgage shall be given in writing by Lender to Borrower at the address specified in the Mortgage and addressed to Borrower at the Property Address, or, if the Property Address is not specified in the Mortgage, to Lender as provided herein, and if no address is specified in the Mortgage, to Lender at the address specified in the Mortgage. All notices provided for in this Mortgage shall be deemed to have been given to Borrower if they are given to the address specified in the Mortgage.

15. Uniform Mortgage; Governing Law; Severability. This mortgage is made in compliance with the provisions of the National Automated Clearing House Association (NACHA) Uniform Automated Clearing House (ACH) Transfer System, and shall be deemed to be a Uniform Mortgage. This Mortgage shall be deemed to be a Uniform Mortgage. In the event that any provision of this Mortgage is held to be unenforceable, the remaining provisions shall survive and shall not affect the enforceability of this Mortgage. This Mortgage shall be deemed to be a Uniform Mortgage.

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

17. Transfer of the Property; Assumption. If the Property or any part thereof is sold or transferred to Borrower or to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property. If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property. If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property. If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property.

If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property. If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property. If the Property or any part thereof is sold or transferred to any other person, the mortgage shall remain in full force and effect, and shall be deemed to be a mortgage on the Property.

Notwithstanding to whom Borrower or Lender may assign this mortgage, it shall remain in full force and effect.

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 acceleration of the sums secured by this Mortgage, Borrower shall have the right to have the mortgage reinstated by paying to Lender the sums due under the Mortgage at any time.

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