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

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 date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender 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, 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.

- 10. Borroner Not Released. Extension of the time for payment or modification of 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 a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, 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 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 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 to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage: Governing Law: Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof
- the Annual of the Property Annual primes that ex any part of the Property of an inverse that the transferred by RUM THE TREE HE CELL CLA SARLANDA DE RELIGIONAL CHARLANDA SECUE CONTRACTOR DE CONTRACT NO MATERIAL PROPERTY OF PARTY OF THE PROPERTY OF THE PARTY OF THE PARTY OF THE PROPERTY OF THE PARTY OF THE PARTY. ENCH HIN CLISCH DUNG CAN DE CALLERY DE LA CHARLE CHARLE. LABOR EN ANT BEHOME LYNNING CHEPOPOTRIS. h de all accomband send weather is weing the checked that press is supposed to be desired the chain and add Property of the second of the

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NON-UNIFORM COVENANTS. 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 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 Borconer 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 Burrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice. I ender at I ender'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 Lender's acceleration of the sums secured by this Morigage, Borrower any proceedings begun by I ender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: tab Borrower pays I ender 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; to Borrower pass all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Morreage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorne, 's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the ben of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such pasment and cure by Borrower, this Mortgage and the obligarning secured hereby shall remain in full force and effect as if no acceleration had occurred
- 29. Assignment of Pents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the cents 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, Bender 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 routs of the Property, including these past due. All rents collected his the receiver shall be applied first to passivent of the costs of management of the Properts and collection of rents, and iding, but not innated to, receiver's few, premains or receiver's bonds, and reasonable antornes's fees, and there to the sums secured by this Misergage. The receiver shall be fiable to account only toe those tents actually received.