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- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any Isaach, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all texes, assessments, liene and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms addepted to you at my expense and for your benefit. You will be named as less payer or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your decretion, to either the restoration or repair of the damaged property or to the secured debt, if you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property, I will keep the property in good condition and make all repairs reasonably reasseary.
- 8. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- #. Default and Acceleration. If I fall to make any payment when due or break any novenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy evaluable to you. You may foresizes this mortgage in the manner provided by law.
- 7. Assignment of Rente and Profits. I seeign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' feer, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Walves of Hernostead. I horeby waive all right of homestead exemption in the property.
- 3. Lesscholds: Condominium s; Yenned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a lesschold. If this mortgage is on a unit to a condominium or a planned unit development, I will perform all of my duties under the coverants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgages to Per over for Mortgagor. If I fall to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You way slop my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a recent also menner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction:

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in rull at the interest rate in effect on the secured debt.

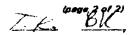
- 11. Inspection. You may enter the property to inspect if you give me notice beforehend. The notice must state the research source for your inspection.
- 12. Condemnation, I assign to you the proceeds of any axis duct claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provider in Covenant 1. This assignment is subject to the terms of any prior assurity agreement.
- 13. Welver. By exercising any remedy available to you, you do not rive up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the want a default if it happens again.
- 14. Joint and Several Liability; Ca-eignere; Successors and Assigns Sound. All duties under this mortgage are joint and several. If I co-eign this mortgage but do not ca-eign the underlying debt i do so only to mortgage in interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make a synther changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this no tgage.

The duties and benefits of this mortgage shall bind and benefit the successors and an igns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by melting it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above altustions if it is prohibited by federal law as of the data of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to mit. I agree to pay all costs to record this mortgage.



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