The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; approvided, that such approval shall not be unreasonably, withheld. All insurance policies and renewals; thereof, shall be in a form acceptable to Lender, and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, shall have the right to hold the policies and renewals thereof, p subject to the terms not jan, mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

may make proof of loss if not made promptly by Borrower and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender a authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

- Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration; of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a cleasehold. If this Deed of Trust is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan (secured in by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect, until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

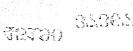
Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender, agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment othereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 1. 1. 1. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause, therefore, related to Lender's interest in the Property.
- 2010 Condemnation. The proceeds of pany award or claim for damages, direct or consequential, in connection, with any condemnation, or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender; subject to the terms of any mortgage, ideed of trust or other security agreement; with a lieu which has priority over this Deed of Trust notice of any page 1970 and 1970 agreement.
- or modification, of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower's successors in interest. Lender shall not be required to commence proceedings against resuch successors or refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy thereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right on remedy one modify any such right on remedy the control of the sums secured by the processors in interest. Any forbearance by Lender in exercising any right or remedy thereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right on remedy one mod such right on remedy one such right or remedy and such right on remedy one such right on remedy one such right on remedy one such right or remedy and such right on remedy one such right or remedy of remedy or remedy one such right or remedy one such

agreements herein contained shall bind, and the rights hereander stall services in respective successors and assigns of Lender and Borrower, subject to the payrisions of antition of lender and Borrower, subject to the payrisions of antition of lender and sources.

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Andrew Services (Machine) 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed not Trust, but does not be execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable non the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder amay agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower tor modifying this Deed of Trust as to that Borrower's interest in the Property: re angular appropriation of the control o

12. Notice: Except for any notice; required under applicable law to be given in another manner, (a) any motice to Borrower provided for in this Deed of Trust shall be given by delivering it or 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 siby; certified mail to Lender's address stated herein or to such other address as Lender may designates by notice to Borrowen as provided herein. Any notice provided for in this Deed of Trust shall

be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability, of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trusty or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the aprovisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "cycles expenses" and attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein. Pranto. The arrest to meet be and order to their owner and the

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed

of Trust at the time of execution or after recordation hereof.

15. Rehabilitation, Loan Agreement. Borrower shall fulfill sall of Borrower's obligations under any home grehabilitation, simprovement, repair, or other loan, agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender pan assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in ite is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust, or the probably, and man could be not be proposed or will to be a finite

Bodfin Lender, exercises othis option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 Deed of Trust and sale of the Property. The notice shall further

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inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. 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 Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and

(c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower spays call reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had

Assignment of Rents; Appointment of Receiver: Lender in Possession: As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to

collect and retain such rents as they become due and payable.

paraUpon: acceleration numbers paragraph 117 hereofs or abandonment of the Property, Lender shall be entitled ato; have a arreceiver appointed by a court to enter appoint ake apossession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents; including; but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

100 20: Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee top reconveye the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness disecured: by this Deed of Trust, to Trustee. Trustee shall reconvey the Property without warranty and swithout charge to the person or persons legally entitled thereto. Such person or persons Form 3838 (page 5 of 7 pages) UNIFORM - SI2P5OR - 2/97 shall pay all costs of recordation, if any.

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21: Substitute Trustee. In accordance with applicable law, Lender may from time to time remove	e-
rustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the	1e
roperty, the successor trustee shall succeed to all the title, power and duties conferred upon the	1e
rustee herein and by applicable law. our on the same whose of the first place the great section is	
22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.	
23. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include	ie
ttorneys' fees, if any, which shall be awarded by an appellate court.	
22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorder	d
ogether with this Security Instrument, the covenants and cagreements of each such rider shall be	he he
ncorporated pinto and shall amend and supplement the covenants and agreements of this Securit	tr.
nstrument as if the rider(s) were a part of this Security Instrument;	ıy
Check applicable box(es)]	
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Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider	
Balloon Rider Rider Second Home Rider	
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