

whole or any part thereof upon the mortgagee; that upon violation of this undertaking or the passage by the state of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee; or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any taxes or assessments is legally inoperative, or is illegal, then and in any such event the debt hereby secured, without deduction, shall at the option of the mortgagee become immediately due and collectible notwithstanding anything contained in the mortgage or any law hereafter enacted. The mortgagor agrees not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein to be sold for taxes. And it is agreed that in the event that the mortgagor shall fail to pay said taxes or assessments, that the mortgagee, or its assigns, shall have the right to pay the same and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of seven per cent. per annum.

9. And it is covenanted that if the said mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon the mortgagee or its successors, or assigns for or on account of this loan, either by the state or county, or for local purposes, the mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the mortgagor or the person or persons claiming or holding under the mortgagor shall at once pay the entire indebtedness secured hereby.

10. And the mortgagor, for the mortgagor and the mortgagor's successors and assigns, does hereby assign unto the mortgagee, its successors and assigns, any and all award and awards heretofore made and hereafter to be made by any Federal, State or Municipal authorities to the present and all subsequent owners of the mortgaged premises including any award or awards for any change or changes of grade of streets affecting said mortgaged premises, which said award and awards are hereby assigned to the said mortgagee, and the said mortgagee, for itself, its successors and assigns (at its or their option) is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of said mortgage, and its accompanying note, notwithstanding the fact that the amount owing on account of said mortgage and note may not then be due and payable and to pay over the excess to the mortgagor; and the mortgagor, for the mortgagor and the mortgagor's successors and assigns, hereby covenants and agrees to and with the said mortgagee, its successors and assigns, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of said mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.