4328 4.650

- 2. That together with onder office one of control expects for a set 300.1329 ANN 367 the terms of the note secured hereby is wall place to be Matrice of the first deleter with world the said note is fully paid, the following suns
 - 111 An art Let . He was to go all the Fritter was to be to be for a garage At mostly account for the permanent of this course is ment and their telesecure prefer are increased in a contract of the contract o in a country of energy energies of the govern held to the Secretary of Housing and Urban Development of Charles
 - th If and so bing as east rote of every data and trustical release are to refer the removed ander the growing as of the National II going Art on an out-outfloored to wo or date or the books of the Edderson (1) month providing the date the arroual outside on than expression and other to provide such bottler with funds to pay such pressues to the Secretarized Housing and Pitan Divelipment curs and to the National Housing Actions amended and applicable Regulations thereunder, or
 - (II) If and so link as said note if even date and this instrument are held by the Secretary of Hillsing and Urban Development, a monthly obsige in the coff a mortgage in scrole itemions which shall be in an an ontologial to one. twelfth (1-12) of the balf (6) perice it in the average outstanding balance ductor the potential without taking unto account delinquencies er prepaye onts,
- (b) A sum equal to the pround rents, if any inext died plus the premiors that will next become due and payable on policies of fire and other hazard insurance covering the marriage tiproperty plus taxes and assessments next due on the marriaged property (all as estimated by the Mirtgarce) less all sills already paid therefor disided by the number of minths to etanse before, on (1) minth prior to the date when so his or fir old, item into takes, and assessments will be time definition, such soms to be Fridity Mittagere on trish to have each and relate prenouns, takes and precial assessments, and
- All payments mentions I to the two presents, but their insief tots paragraph and all pasments to be made under the note secured hereby shall be added together and the excrepate and on there if shall be paid by the Mortgagor each month in a single payment to be applied by the Morrgages to the fallowing stoms in the order set forth;
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of morrage insurance premium), as the case may be,
 - (II) taxes, special assessments, fire and other hazard insurance promiums,

 - (III) interest on the note secured beschill and (IV) amortization of the principal of said rate
 - Any deficiency in the amount of any such aggregate monthly payment. Hall, unless made good by the Mortgagor prior to the due date of the next such payment, a distitute an event of default under this mortgage. The Mortgagee may collect a "flate charget" in the exceed two cents (2c) for each dollar (\$1) if each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments
- 3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for taxes or assessments or insurance premiums, as the case may be, such excess, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay taxes and assessments and insurance premiums, when the same shall become due and pavable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when rayment of such taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any belance remaining in the funds accumulated under the provisions of the of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the cremises covered hereby, or if the property is otherwise acquired after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under an of paragraph 2
- That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made bereinbefore, and in default thereof the Mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate set forthin the note secured hereby from the date of such advance and shall be secured by this mortgage.
- 5. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
- 6. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.
- 8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

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