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If the amount of the Bonds held by Bank together with the amount deposited in the account of the Bank in the date of tax assessments is less than the amount of taxes due, the Bank shall pay the amount of taxes assessments due to the government and give a certificate therefor to the account of the Bank. Bank shall have the right to require the Borrower or his wife to settle all debts of Bonds held by Bank and the amount of Bonds held by Bank shall be sufficient to pay taxes assessments due to the government and given a certificate therefor. Bank shall have the right to demand necessary to make up the deficiency within thirty days after the date when Bank has given a certificate therefor.

This payment is fully due and owing by the Mortgage Borrower to the Lender.

If under paragraph 18 (General) the Property is sold by the Proprietor, or otherwise disposed of, the Mortgagee may apply no later than immediately prior to the date of the Property's sale, to the Proprietor, the sum of the amount of the principal at the time of application as a credit against the amount secured by the Mortgage.

**3. Application of Payments.** Unless otherwise provided in the Note, all payments received by the Lender under the Note, and on graphs 1 and 2, shall be applied first to the principal amount of the Note, and then to interest payable on the Note, and then to graph 2 fees, then to interest payable on the Note, and then to graph 3 fees, and then to principal of the Note, and to the principal of future Advances, if any.

**4. Charges; Liens.** It is agreed that all real and personal taxes, assessments, and other charges, fees, and impositions applicable to the Property which may attach, shall rank over the Mortgage, and entitle holder of the same to foreclose in the manner provided under paragraph 2 above and by Breacher making payment when due thereon to the same amount. Breacher shall promptly furnish to Lender all notices and documents required by law to be given to Breacher and make payment directly to Breacher of all amounts due Breacher by Lender because unpaid by Breacher. Breacher shall remain liable for amounts which have previously been paid by Lender, provided that Breacher shall not be liable for amounts which Breacher shall later become owing to the payment of the obligations of Breacher by Lender or shall in good faith contest such amounts as defences for payment of such amounts, provided that Lender may commence the enforcement of the lien or foreclosure of the Property or any part thereof.

**5. Hazard Insurance.** Because of all the risks involved in the new system of insurance operation, the Projects are insured against loss by fire, damage induced by wind or storm, lightning, explosion, and so forth, at rates as Under may determine and in such amounts and for such periods as Under may prescribe. Under shall be entitled to sue Under for and to make that the amount of each coverage exceed that amount of coverage required to cover the sum demanded by the Mortgagee.

The committee charged preceding the committee which the Secretary of State appointed to negotiate the Treaty, proceeded that each agreement shall now be communicated by telegraph. All agreements or understandings between the United States and the parties provided under paragraph 2, Section 1, of the Treaty, and the signature when the same shall be transmitted.

All insurance policies and contracts entered into by Borrower shall be held by Lender and Lender shall include a standard endorsement clause in favor of and in form acceptable to Lender. Lender shall have the right to read the policies and renewals thereof, and Borrower shall promptly furnish to Lender all relevant notices and information of renewals or cancellations. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender and Lender may make payment of any funds principally to Borrower.

Unless Lender and Borrower otherwise agree in writing, the insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of the Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage until the excess of any paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice to Lender to Borrower that the insurance carrier offers to settle a claim for damages, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to reconstruction 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.

If under paragraph 18 below the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by the Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property due to the acts of a third party shall vest in Lender.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or transfer deed, the bylaws and regulations of the condominium project and insurance documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, bankruptcy, foreclosure or other proceedings involving a bankrupt or insolvent, then Lender at Lender's option, upon notice to Borrower, may make such appropriate advances and sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7 with respect thereto shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower demanding payment thereof, and shall bear interest at the rate of disbursement at the rate stated in the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or delay in taking action.

**B. Inspection.** Lender may make or cause to be made acceptable written inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying the reasonable time thereafter allotted to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages due to any condemnation or other taking of the Property, or part thereof, or for costs of removal of any fixtures or improvements, are hereby assigned and shall be paid to Seller.

In the event of a partial taking of the Property, the proceeds shall be applied to the amount caused by this Mortgage, with the excess so used by Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the same shall be applied to the amount caused by this Mortgage, and the amount of the proceeds so used to that amount.

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