

...the payment of the items therein mentioned, ... Failure to do so before the due date of such ... Contract of Mortgage Insurance by prepayment of the mortgage in ... of the next preceding paragraph hereof not required to ... shall be credited to the principal of the mortgage as of the date of the commencement of foreclosure proceedings ... and accumulations under (a) thereof shall be likewise credited unless required to pay sums due the Commissioner under the Contract of Mortgage Insurance.

That Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which payment has not been made by payments made as hereinbefore provided in paragraph (b) above and in default thereof the Mortgagee may pay the same; and that it will promptly deliver the official receipts therefor to the Mortgagor. If the Mortgagor fails to make any payments provided for in this paragraph 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 of four per centum (4%) per annum from the date of such advance and shall be secured by this mortgage.

That the Mortgagor will keep the improvements, now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be carried in such companies and be for such periods as may be required by the Mortgagee, and be in an amount which will comply with the coinsurance clause applicable to the location and character of the property but not less than eighty per centum (80%) of the actual cash value of the

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insurable improvements and equipment of the property. Such policies shall be in standard form and endorsed with standard mortgagee clause with loss payable to the Mortgagee and the Federal Housing Commissioner as interest may appear, and shall be deposited with the Mortgagee.

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company, pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

That if the Mortgagee is made or becomes a party to any suit or action, by reason of this mortgage or the indebtedness hereby secured, the Mortgagor will pay all expenses incurred by the Mortgagee therein, including a reasonable attorney's fee.

That if the Mortgagor shall assign or attempt to assign the rents, issues, or profits or any part thereof of the premises mortgaged hereby without the written consent of the Mortgagee, or in case of the actual or threatened demolition or removal of any building on or to be erected upon said premises, then, at the option of the Mortgagee, the debt hereby secured shall immediately become due.

That if it default in any of the covenants or agreements contained herein, or in said note (bond), then the Mortgagee may perform the same, and all expenditures made by the Mortgagee in so doing shall draw interest at the rate of four per centum (4%) per annum, and shall be repayable by the Mortgagor to the Mortgagee, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

That the Mortgagor will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises, and on the failure of the Mortgagor to perform these covenants, or any part thereof, thereupon the principal and all arrears of interest shall, at the option of the Mortgagee, or any holder of the note (bond) secured by this mortgage, become due and payable, anything contained herein to the contrary notwithstanding.

That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the Board of Fire Underwriters having jurisdiction. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable.

That it will keep all buildings and structures now on said premises or hereafter placed thereon in good repair and in good condition. The Mortgagor will permit no waste upon the mortgaged premises.

That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and Mortgagee, ~~made~~ to be dated June 13, 1949, which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this mortgage and shall be due and payable on demand with interest at the rate of four per centum (4%) per annum, but no such advances shall be insured unless same are specifically approved by the Federal Housing Commissioner prior to the making thereof. The principal sum and all other charges provided for herein shall, at the option of the Mortgagee or holder of this mortgage and the note (bond) secured hereby, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement.

That upon default by the Mortgagor in the payment of interest or of any installment of principal, or of any part thereof, or of any monthly installment for ground rents, taxes, assessments, water rates, or other municipal or governmental rates, charges, impositions or liens, or any premium of fire or other insurance not made good prior to due date of the next such payment, or default in any other payments to be made by the Mortgagor hereunder; or in the event the Mortgagor shall fail to comply with the laws, rules, regulations and ordinances made or promulgated by lawful authority which are now or may hereafter become applicable to the mortgaged premises, within sixty (60) days after a notice in writing given by the said Mortgagee to the Mortgagor; or if any building, structure, or other improvement on the premises shall be removed or demolished by the Mortgagor or owner, or its agents or servants, without the written consent of the Mortgagee; or should any default be made by the Mortgagor in the performance of any covenants or agreements in the note (bond) secured hereby or in this mortgage, or in the building loan agreement hereinbefore mentioned, or should proceedings be instituted for the foreclosure or collection of any mortgage or other lien prior to or subordinate to said mortgage affecting the mortgaged premises, or should proceedings be instituted by or against the Mortgagor or owner under any bankruptcy or insolvency law, or should the Mortgagor commit any act of bankruptcy or should title to, or possession of, the mortgaged premises pass to a receiver or trustee or assignee for benefit of creditors; then, in any of these cases, the aforesaid principal indebtedness or so much thereof as may remain unpaid with all arrearages of interest charges and all advancements, at the option of the Mortgagee, shall become and be due immediately thereafter.