

If the amount of the Liens held by the Lender together with the principal and interest due on the Note and the fees and expenses of the Lender in connection therewith exceed the amount of the principal and interest due on the Note and the fees and expenses of the Lender in connection therewith, the Borrower shall pay to the Lender the amount of such excess. The Borrower shall remain obligated to the Lender with respect to the amount of the principal and interest due on the Note and the fees and expenses of the Lender in connection therewith, notwithstanding any payment made by the Borrower to the Lender under this Section.

The amount of funds available to the Borrower under this Note is limited to the amount of funds held by Lender.

If tender is made 18 days before the day appointed for the election, the election shall apply, no later than the day appointed for the election. The date of the election shall be the date of the day of application as recorded against the name of the voter in the Register.

3. Application of Payments. Unless otherwise agreed by the Noteholder, all payments received by the Noteholder under the Note and any other instrument or document relating thereto shall be applied first to the payment of the principal amount of the Note and interest thereon, and thereafter to the payment of the fees, costs and expenses referred to in paragraph 2.3 and then to the payment of the Note in full. All such payments shall be applied pro rata to the principal of the Note and to the payment of interest thereon in accordance with the terms of the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, dues and imposts as attributable to the Property which are levied or assessed by any Municipality or governmental body or authority or corporation in the manner provided under paragraph 2(a) and (b) above. Borrower shall pay all amounts due and owing to the lessor of the leased Property shall, promptly upon demand, pay to the lessor the amount due and owing to the lessor. Borrower shall make payment directly, from whatever funds available to him, to the lessor or his agent, attorney or managing agent. If any such charge or lien which may affect the Property, Municipality or governmental body or authority or corporation in the manner provided under paragraph 2(a) and (b) above, is levied or assessed against the Property, Borrower shall, in good faith, endeavor to remove such charge or lien as soon as practicable and, if necessary, shall, in good faith, defend the enforcement of the lessor's title to the Property or, if practicable,

5. Hazard Insurance. Your agent will keep you advised as to the amount of coverage required against fire, lightning, windstorms, etc., and you can add to or reduce this coverage if desired. You may require additional coverage for your personal belongings, and your agent will advise you that the amount of such coverage is agreed that amounts of coverage required by your agent will be indicated in the **Master Policy**.

The executive committee of the National Council of Negro Women, Inc., will be pleased to apprise the Leader, provided that such information can be lawfully given, of the names and addresses of all the Negroes who appear in the number entitled to the paragraph "Feature" in *Black Star*, the magazine which the Leader has recently accepted.

All amounts due under this Note shall be paid in U.S. dollars and shall include a standard exchange clause in favor of and subject to the London Interbank Offered Rate, plus the costs of all expenses and documents thereof and Borrower shall promptly furnish the Lender with copies of all such documents and expenses. In the event of loss, Borrower shall give prompt notice to the Lender and Lender shall deduct from any amount of loss so paid by Borrower.

11. The Lender and Borrower shall have a right to require the Lender to apply all the proceeds of the Mortgage to restoration or repair of the Property damaged caused by acts of God or otherwise. If the Lender and the security of the Mortgage is not thereby repaired, it is agreed that the Lender will not be liable for the amount of the Mortgage until the security of the Mortgage would be impaired, the Lender proceeding to sell the same and the Lender will be entitled to the proceeds of such sale to Borrower. If the Property is not repaired by the Lender within 30 days after the Lender has given notice to the Lender to Borrower that the same is still damaged, then the Lender may proceed to sell the same to the Lender and apply the operation proceeds at Lender's option either to the repair of the Property or to the payment of the sum secured by the Mortgage.

Unless otherwise provided in the agreement, the period of repayment of principal shall not extend or shorten the maturity of the principal term as referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18(a) of the Protection of Persons from Harassment Act, the right to sue and recover of Borrower is and to any insurance policies and/or rights to sue and recover to the extent of the amounts paid by the Mortgagee immediately prior to such sale or grant from resulting from damage to the Property prior to the date of such sale or grant, shall be retained.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or cause any waste or damage to the exterior of the Property and shall comply with the provisions of any lease of the Mortgage property as set forth. If the Mortgage property is a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium and bylaws and regulations of the condominium project and condominium documents.

7. Protection of Lender's Security. It is Borrower's responsibility to pay taxes and assessments levied on this Mortgage, or if any such tax or assessment is not paid by Borrower, then Lender may collect the same from the Property, including, but not limited to, eminent domain, condemnation, or other means as may be necessary to collect the amount of such unpaid tax or assessment, then Lender at Lender's option, upon notice to Borrower, may take such steps as Lender deems necessary and take such actions as are necessary to protect Lender's interest, including, but not limited to, collection of taxes, unpaid assessments, fees and costs, upon the Property to make repairs. Any amounts disbursed by Lender in accordance with paragraph 7 will 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 demand from Lender to Borrower, or, failing such demand, at the date of acceleration or the date 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 permitted by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or delay in the exercise of its rights.

8. Inspection. Lender may make one visit each month to inspect the exterior, yard and inspections of the Property provided that Lender shall give Borrower notice prior to the visit. Any damage, damage or condition found therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award for damages, or other consequential damages, arising from condemnation or other taking of the Property, or from the cost of re-acquisition or loss of compensation, shall be held by Assignee and shall be used to reduce:

In the event of a legal taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a legal taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage, such proportion of the proceeds as is equal to that proportion