

3. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note recited hereby, he will pay to the Mortgagor on the first day of each month until the said note is fully paid, the following sums:

An amendment to provide the Auditor General with authority to give the best evidence in respect of any document or instrument of record required to be produced by the Auditor General before the Auditor General of the Province by the Secretary of Housing and Urban Development, as follows:

(1) It is demanded that the documents and this instrument are accepted as are required under the provisions of the National Housing Act, or as sufficient to cause a note on the books of the holder to be made to indicate that the documents are being held pending an effort to provide such holder with funds to pay up premiums to the Secretary of Housing and Urban Development pursuant to the National Housing Act, or an equivalent regulatory authority.

8. It will be the responsibility of the vendor and this instrument will be the property of the vendor. Either the vendor or the utility charges in lieu of the monthly installation premium which shall be paid at least one year in advance in half the amount of the average monthly bill for the last twelve months prior to the date of taking delivery of the premises.

**A sum equal to the amount paid for plus the premiums that will be due under any additional policies I have and other incurred expenses relating to my coverage plus taxes and assessments next due on the unexpired portion, all as estimated by the MetLife agent less amounts already paid therefrom divided by the number of days from the date when such additional premiums, taxes, and assessments will become due, independent such sum to be held by MetLife in trust to pay such additional premiums, taxes, and special assessments, and All payments made out of the two preceding subsections of this paragraph and all payments to be made under the same out of them shall be held together and the aggregate amount thereof shall be paid by the MetLife agent in month in a single payment to be applied to the MetLife agent's file # 1000, items in the order of death.**

I appreciate your interest in our efforts to assist the Secretary of Housing and Urban Development in making available to you the information you requested.

<sup>11</sup> See, e.g., *idem*, *op. cit.* 1992, 111, and the recent literature generally.

Figure 2. The effect of the number of nodes on the performance of the proposed algorithm.

It is now time to turn our attention to the second part of the question.

Any deficiency in the amount of any such statement or title payment shall, unless made good to the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a deficiency of up to one hundred dollars (\$100) for a payment more than fifteen (15) days in arrears to cover the costs of preparing and presenting the deficient payments.

3. If the total of payments made by the Mortgagor under (c) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagor for taxes or assessments or insurance premiums as the case may be, such excess, if the loan is current at the option of the Mortgagor, 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 (c) of paragraph 2 preceding shall not be sufficient to pay taxes and assessments and insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency, on or before the date when payment of such taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note referred hereto, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness credit to the amount of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) 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 premises covered hereby, or if the property is otherwise acquired after default, the Mortgagor 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, to the payment of principal then remaining unpaid under the note referred hereto, and if an amount of such principal remains which has not been paid under (a) of paragraph 2.

3. That the Mortgagor takes such steps as may be required to prevent the assessment of municipal charges, fines, or impositions, the whole amount of which may be paid by the Mortgagor in default thereof the said the Mortgagor may pay the same and may be entitled to deduct the same from the amount due to the Mortgagor. If the Mortgagor fails to pay over to the trustee the amount of the above-mentioned impositions, the trustee may assess the same against the Mortgagor, and if the same is not paid over to the trustee within ten days after the date on which the same are assessed, the trustee may sue for the same in the name of the Mortgagor.

That he will bring the premises into good condition and will not commit or permit any waste thereon.

1. That he will meet the requirements of the law of the State of New York in the management of the business and on the following subjects as may be required by the law of the State of New York, and that his conduct, his abilities and continuance in the service of the Company shall be regulated by the same, and will you promptly, when due, pay premiums on account of the premium or amount of which have not been tendered heretofore. All insurance shall be issued in the name of the Company and the Premiums and the same shall be held by the Master, and shall be used toward the payment of premiums due and in form acceptable to the Master. In event of loss of Master, to call upon immediate notice to the Master, whom it is make paid of the amount of premiums on Master, and to furnish him with a copy of the same, and directed to be remitted to him. The Master and the Master's agent, and the Master and Master's mate, and the Master's engineer, and all other persons engaged by the Master, shall, upon written notice to the Master, release the Master from all liability for the safety of the property damaged. In event of the loss or damage to the Master's property, or any part thereof, or the indebtedness secured thereby, all rights to the property of the Master, and to the money damages thereon, shall pass to the Master's agent, or master.

7. If the defendant or any party to the testis case fails to appear before the court at the time appointed, then the court shall have the right to issue a warrant against the testis accused and prosecute him after deducting all charges and expenses attending such proceedings and the execution of his sentence in respect of the same shall apply the penalties of the testis laws, notwithstanding the absence of the testis accused.

5. That at the premises, or elsewhere there it be conducted under the power of eminent domain, or acquired for a public use, the damages, proceeds, and the expenses of such a disposition, to the extent of the full amount of infestation upon this state, and the costs, expenses, losses, or damage, if any, incurred by the State in connection with the Mortarree and shall be paid in full to the Mortarree to be applied to the payment of the amount herein specified hereby, whether due or not.