

THE JOURNAL OF CLIMATE VOL. 18, NO. 10, OCTOBER 2005

ANSWER

1. Payment of Principal and Interest. At the time of the sale of the Note, the Noteholder shall receive payment of the principal amount of the Note and interest accrued thereon from the date of the Note up to and including the date of the Note, less the amount of principal and interest paid by the Noteholder prior to the date of the Note.

2. Funds for Taxes and Insurance. Subject to the provisions of the written Agreement, the Lender shall receive, paid to it on or before the day when the installments of principal and interest are payable under the Note, until the Note is paid in full, a sum referred to as "Funds," equal to one-twelfth of the yearly taxes and assessments which may affect property known as Mortgaged Land and rights on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance, and one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days of the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipt evidencing such payment. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the debt represented by such lien in a manner acceptable to Lender, or shall in good faith contest such lien before defending enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "Covered Coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to be in effect under this Mortgage.

The insurance carrier providing the insurance coverage required by this law shall be subject to approval by the state, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, it shall nevertheless be paid over, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is reasonably feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economical or reasonable, the full security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sum secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to repair or to repair and to remove 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 statements referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 16 hereof 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 resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sum so needed by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall cause to waive or permit repair or deterioration of the Property and shall comply with the provisions of any lease of the Mortgaged Real Estate, if any, if Mortgage is on a unit in a condominium or a planned unit development, Borrower shall pay all taxes of Borrower's interest under the declaration of covenants creating or governing the unit or planned unit or otherwise the law of title, tenancy of the land or unit in a planned unit development and covenant documents. If a condominium or planned unit development deed is executed by Borrower and recorded together with this Mortgage, the covenants and agreements contained in it shall be incorporated, revised, amended and supplement the covenants and agreements of this Mortgage as if they had been specifically set forth.

Any amounts disbursed by Lender pursuant to the paragraph 7 above shall be deducted from the principal amount of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, all amounts shall be payable by Borrower from Lender to Borrower in accordance with the following schedule of interest rates, which are the rates payable from time to time on the unpaid principal balance of the Note at the rate or rates otherwise agreed by Lender under applicable law, or when events occur which entitle Lender to increase the rate of interest as provided in the Note, plus interest at the percentage set forth in the paragraph 7 stated above.

8. Inspection. The lessor may make a reasonable inspection of the property at any time during the term and before the termination of the lease, and the lessee shall permit the lessor to do so, provided that the lessor does not interfere with the lessee's business or operations or Right to Quiet Enjoyment.