

1961-10-10

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

(a) An amount sufficient to provide the holder hereof with the right to the services of an insurance agent to whom the note secured hereby are insured by a suitable company, and to whom payment of the same shall be held by the Secretary of Housing and Urban Development pursuant to 6-Haw.

(b) If and so long as said note is in default and this instrument are not in arrears, and under the provisions of the National Housing Act, an amount sufficient to accumulate in the funds of the holder for the date of the annual fire insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(c) If and so long as said note is in default and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in lieu of a suitable insurance premium which shall be an amount equal to one-twelfth of 1 1/2 of one-half of per cent of the average outstanding balance due on the note unpaid, without taking into account delinquencies or prepayments.

(d) A sum equal to the arrear rents, if any, next due plus the principal that will be due and payable on judgment of fire and other hazard insurance covering the mortgaged property plus taxes and assessments next due on the mortgaged property, all as estimated by the Mortgagor, less all amounts paid thereto directly by the holder of such title or by the holder of the note prior to the date when such arrear rents, principal, taxes and assessments will become delinquent, such sum to be held by Mortgagor in trust to pay said arrear rents, principal, taxes and assessments, and All payments made in the course of this paragraph shall be applied to the note for the note secured hereby, shall be offset together and the balance, if any, on the note shall be paid by the Mortgagor each month in a single payment to be applied to the Mortgagor to the Housing Act in the order of priority.

Delinquency charges under this contract in addition to the Secretary of Housing and Urban Development, monthly charge in lieu of a suitable insurance premium, as the case may be.

(e) Taxes, special assessments, fire and other hazard insurance premiums,

(f) interest on the note accrued monthly, and

(g) accumulation of the principal, if used in so.

Any deficiency in the amount of funds such mortgagor actually paid to the holder unless otherwise held by the Mortgagor, or prior to the due date of the note, shall be paid by the Mortgagor to the holder of the note, and the holder of the note shall collect a "lender's fee" of one-half of one percent of the amount of the note, less the amount of funds held by the holder to cover the extra expense involved in holding the note unpaid.

3. If the total of payments made by the Mortgagor under (b) 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 (b) 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 amount 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 secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account 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, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, for which provision has not been made heretofore, and in default thereof the Mortgagor may pay the same, and that he will promptly deliver the official receipts thereof to the Mortgagor. If the Mortgagor fails to make any payments provided for in this section or any other payments the taxes, assessments, or the like, the Mortgagor may pay the same, and all sums so paid shall bear interest at the rate set forth in the note secured hereby from the date of such advance and shall be secured by this mortgage.

5. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance policies the payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagor shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his right as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or required for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby or naming unpaid, are hereby assigned by the Mortgagor to the Mortgagor and shall be paid forthwith to the Mortgagor to be applied by it on account of the indebtedness secured hereby, whether due or not.