

1. That he will pay to the Mortgagor, on demand, all amounts due and payable under this instrument, and interest thereon at the rate of six percent per annum, from the date of the making of this instrument.

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3. If the total of the payment made by the Mortgagor on demand, paragraph 1 preceding, shall exceed the amount of payment previously made by the Mortgagor, then the amount so paid shall be deducted from the amount due and payable under this instrument, and if such excess of the amount of payment made by the Mortgagor on demand, paragraph 1 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, on demand, such amount as may be necessary to pay the taxes, assessments, insurance premiums, and other amounts due and payable to the Mortgagor, on demand, by the Mortgagor, in accordance with the provisions of the laws of the State of New York, and the Mortgagor, on demand, by the Mortgagor, shall deduct from the amount due and payable to the Mortgagor, on demand, such indebtedness represented thereby, the Mortgagor shall not claim the amount of such indebtedness, under the amount of the Mortgagor's all payments made under the provisions of this instrument, prior to which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and his balance remaining in the funds accumulated under the provisions of said paragraph 3 hereof. If there should be a default or failure of the provisions of this instrument resulting in a partial or total loss of the premises, caused thereby, and if the property so otherwise acquired after default, the Mortgagor shall apply at the time of sale, or otherwise, to such proceeds, at the time the property so otherwise acquired, the balance due, prior to the time of sale, under this instrument, if not otherwise provided, as a credit against the amount of money due, and unpaid under this instrument herein, and shall promptly adjust any payments which shall have been made under this instrument.

4. That he will pay all taxes, assessments, water rates, and other, governmental or municipal charges, fines, or impositions, for which judgment may be recovered, and in default thereof the Mortgagor may pay the same, and that he will promptly deliver the official receipts therefor to the Mortgagor. If the Mortgagor fails to make any payments provided for in this instrument, other payments for taxes, assessments, or the like, the Mortgagor may pay the same, and charge to the debt due, interest on the same, at the rate of six percent per annum, from the date of such advance, and shall be secured by this instrument.

5. That he will keep the premises in as good, solid, and condition as they are now, and will not commit or permit any waste thereto, less liable water and fuel 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 or vision, for payment of which has not been made hereinbefore. 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 each 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 created or to the restoration or repair of the property damaged. In event of foreclosure of this instrument, or other transfer of title to the Mortgaged property in extenuation 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 grantees.

7. That in case the receiver of 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 trust 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 acquired 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 remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagor, and shall be paid forthwith to the Mortgagor to be applied by it in account of the indebtedness secured hereby, whether due or not.