- 13. That the holder of this Mortgage shall be entitled in the event of other insurance and contribution between the insurers to receive from the insurance moneys to be paid such an amount as would have been payable under the policy or policies held for the Mortgagee's benefit in case there had been no contribution.
- an action to foreclose this Mortgage or to collect the indebtedness secured thereby) to which action or proceeding the holder of this Mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon at the rate of Six (6%) percent per annum, and any such sum and the interest thereon shall be a lien on said Mortgaged Property, prior to any right, or title to, interest in or claim upon said Mortgaged Property attaching or accruing subsequent to the lien of the Mortgage, and shall be deemed to be secured by this Mortgage.
- the address of said Mortgagee hereinabove stated proof satisfactory to the Mortgagee of the payment of all taxes, assessments, water rates and public charges of every nature affecting or which may affect said Mortgaged Property or any part thereof within thirty days after the same shall become due and payable, and, in default thereof, the entire principal sum shall at the option of the Mortgagee become due and payable forthwith.
- any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the Mortgaged Property, if he is the occupant of said Mortgaged Property or any part thereof, shall immediately surrender possession of the Mortgaged Property so occupied, to the holder of this Mortgage, and if such occupant is permitted to remain in possession the possession shall be