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- 2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mertgagee, on the first day of each month until the said note is fully paid, the following sums:
  - sur! An amount sufficient to provide the helder hereof with funds to pay the next correspondence precliminal this instrument and the note secured hereby are insured, or a monthly charge on linu of a more typic insured they are held by the Secretary of Housing and Urban Development, as follows:
    - (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) is only prior to its due date the annual mortgage insurance premium, in order to provide such holder with finish 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
    - (II) If and so long as said note of even date and this instrument are held by the Sourciery of Housing and. Urban Development, a monthly charge (in lieu of a mortgage insurance pretrium) which shall be in an arount equal to one-twelfth (1-12) of one-half (b) per centum of the average outstanding balance due on the note or puted without taking into account delinquencies or prepayments;
  - If I A sum equal to the ground rents, af any, next due, plus the preniums that will next become due and parable on princies 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 Mortgagee) less all sums already paid therefor divided by the monther of months to elapse before one (1) month prior to the date when such pround rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and
  - foldil payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the appreciate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagore to the following items in the order set forth:
    - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or mentily charge (in free of montage) insurance prenound, as the case may be;
    - (II) taxes, special assessments, fire and lober hazard insurance premiuns;
    - (III) interest on the note secured hereby; and
    - (IV) amortization of the principal of said note.
    - Any deficiency in the amount of any such aggregate monthly parment, shall, unless made good by the Mortgagos prior to the due date of the next such parment, constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (45) for each dollar (\$1) of each parment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.
- 3. It the total of payments made by the Mortgagor under (b) of paragraph 2 preceeding shall exceed the amount of payments actually made by the Mortgagee 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 Mortgagee 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 Mortgagee, in accordance with the provinces of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages 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 Mortpapee 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 Mortgagee 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 inade 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 hereinbefore, and in default thereof the Mortgagee may pay the same, and that he will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgager fails to make any payments provided for in this section or any other payments for taxes, assess ments, or the like, the Mortgagee may pay the same, and all sums so paid shall be ar 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.
- That he will keep the improvements now existing or hereafter erected on the mortraged property insured as may be required from time to time by the Mortragee orainst loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortragee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortragee and the policies and renewals thereof shall be held by the Mortragee and have attached thereto loss payable clauses in toyon of and in form acceptable to the Mortragee. In event of loss Mortragen will give immediate notice by mail to the Mortragee, who may make proof of loss if not made promptly by Mortragen, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortragee instead of to the Mortragen and Mortragee to inthy, and the insurance proceeds, or any part thereof, may be applied by the Mortragee 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 Mortragea in and to any insurance policies then in force shall pass to the purchaser or profice.
- 7. That he hereby assigns all the rents, issues, and profits of the nontraged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortragee 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 delt secure; beginning
- 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 accountment, 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 Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not