

2. That, together with, and in addition to, the monthly payments of principal and interest on the note, the terms of the note secured hereby, he will pay to the Mortgagee, on the first day of January of each year, thereafter, when the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the cost of insurance against loss by fire and other hazards hereof are insured, or any liability chargeable to him under the provisions of the National Housing Act, and an amount sufficient to be held by the holder hereof in trust for the payment of the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development and to the National Housing Act Administrator or applicable Regulator as there may be.
- (b) If and so long as said note is in force and this instrument is held by the Secretary of Housing and Urban Development, a monthly charge in favor of a mortgage insurance premium which shall be in an amount of one-twelfth (1/12) of one-half (one-half percent) of the current insurance premium, but not to exceed the amount of the monthly principal payment.
- (c) A sum equal to the principal rents, at any time due, plus the premium of insurance against loss by fire and other hazards insuring the property, and the taxes and assessments levied on the property, all as estimated by the Mortgagor, less all such amounts paid by the holder hereof to the holder of a lease held by the Mortgagor prior to the date when such rents, premiums, taxes, and assessments become delinquent, such sum to be held by the Mortgagor in trust, payable and receivable, upon such taxes and premiums becoming due. All payments accumulated in the two preceding bulletins (a), (b) and (c) under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor, or held in a single payment to be applied by the Mortgagor 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, monthly charge on the insurance premium as the last number;

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

(iii) Interest on the note secured hereby; and

(iv) Accruals of the principal of said note.

Any deficiency in the amount of any such overpayment of said payment shall, unless otherwise set forth in the note, be paid by the Mortgagor prior to the due date of the next such payment to constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (.04) for each dollar (\$1) of such payment made more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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 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 provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee 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, when in default thereof the Mortgagor may pay the same, and that he will promptly deliver the official receipts therefor to the Mortgagee. 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 deducted by the Mortgagee.

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 thereon, 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 for 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 Mortgagee, 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 Mortgagee and Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor or its agent either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property for which. In event of transfer of this mortgage or other transfer of title to the Mortgaged property, or 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 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 Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it in account of the indebtedness secured hereby, whether due or not.

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