

10/14/63

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

(a) An amount sufficient to provide the holder hereof with funds to pay the next monthly premium on the insurance policy held by the Mortgagor, and the note secured hereby, are insured against liability for loss due to fire and other hazards, as provided by the Secretary of Housing and Urban Development pursuant to the National Housing Act; an amount sufficient to meet date in the third or the fifth year of the note, to pay the annual insurance premium in effect at such time, to the extent of such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, or applicable Regulation thereunder;

(b) If and so long as said note of even date and this instrument remain outstanding, the Secretary of Housing and Urban Development, a monthly charge in lieu of a mortgage insurance premium which shall bear an interest rate twelve and one-half per centum of the average outstanding balance for each month, plus a late charge and delinquencies of payments;

(c) A sum equal to the principal of any note due plus the premiums that will be required for any policies 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 sums already paid thereon furnished by the holder hereof, before the 15th day prior to the date when such taxes and rents, premiums, taxes and assessments will become delinquent, such sum to be held by the Mortgagor in trust for the said principal, premiums, taxes and assessments, and

(d) All payments contained in the two preceding sub-paragraphs of this paragraph and all amounts to be paid under the note secured hereby shall be added together and the aggregate of these shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the full payment of the Mortgagor each month.

(e) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;

(f) taxes, special assessments, fire and other hazard insurance premiums;

(g) interest on the note secured hereby; and

(h) amortization of the principal, if and to the

Any deficiency in the amount of any such payment shall unless made up to the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor shall collect a "late charge" not to exceed four cents (\$1.00) for each dollar (\$1.00) of each payment more than fifteen (15) days in arrears to cover the extra expense incurred 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 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 payment 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 hereinafter, and in default thereof the Mortgagor may pay the same, and that he will promptly deliver the original receipts therefor to the Mortgagor. If the Mortgagor fails to make any payment provided for in this section or any other payment of taxes, assessments, or the like, the Mortgagor may pay the same, and all sums so paid shall be deducted at the rate of six percent (6%) per annum 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 on existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against losses by fire and other hazards, easements 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 premium for payment of which he has not been made hereinafore. 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 hereof, or used to the best advantage of the property hereof. In event of sale or transfer of this mortgage or other transfer of title to the Mortgagor property, or extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to the 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 procedure 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 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 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 accordance with the indebtedness secured hereby, whether due or not.

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