

at that time it is required under the provisions of the National Housing Act, he will pay to the Mortgagee an insurance premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity, such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing and Urban Development in account of mortgage insurance.

7. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of this note secured hereby, he will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof and funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge for the cost of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If held on long or short term of over one and one-half years or are re-insured or are re-insured under the provisions of the National Housing Act, an amount sufficient to compensate the holder one (1) month prior to its due date the usual mortgage insurance premium, in order to provide each holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Departmental regulations;

(ii) If held on long or short term of over four and one-half years and re-insured premiums are held by the Secretary of Housing and Urban Development, a monthly charge equal to one (1) month's premium of a mortgage insurance premium which shall be an amount equal to one-quarter (1/4) of one-half (1/2) of the average re-insuring expense due of the note computed without taking into account fluctuations in premium rates;

(iii) If held on the short term of one year and one-half years or less and premiums are held by the holder or by the number of months to elapse before the longer date of the date when such short term premium, together with assessments will become delinquent, and funds to be held by the Mortgagee in respect of gas, heat, sewage, water, premiums, taxes and special assessments; and

(iv) The premium amount 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 aggregate amount thereof shall be paid by the Mortgagor each month in a single payment or as required by the Mortgagee in the manner stated in the notes set forth;

(b) Premium charges under the provisions of paragraph (a) by the Secretary of Housing and Urban Development, or monthly charges under the provisions of paragraph (b) by the same way;

(c) Taxes, special assessments, fire and other related insurance premiums;

(d) Insurance on the principal of said note;

(e) Delays in payment of any such aggregate monthly premium shall render made good by the Mortgagor prior to the due date of such payment, subject to an issue of attorney under this mortgage. The Mortgagee may collect a reasonable sum in excess of one-half (1/2) of each payment more than fifteen (15) days in arrears to cover the costs expenses incurred in incurred collection, payment;

3. If the total of the 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 premium, as the case may be, such excess, at the option of the Mortgagee shall be applied in a subsequent payment 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 premium, 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 premium shall be due. At any time the Mortgagor shall tender to the Mortgagee, in satisfaction 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 herein which the Mortgagee 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 herein. 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 heretofore, and in default thereof the Mortgagee may pay the same, and that he will promptly deliver the official receipts thereto to the Mortgagee. If the Mortgagor fails to make any payment provided for in this section, or any other payments for taxes, assessments, or the like, the Mortgagee 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 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 acts thereof, repulsive, ignoble and lewd excepted.

6. That he will keep the improvements and buildings or fixtures erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance premium for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clause in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if made promptly to Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance premium, or any part thereof, may be applied by the Mortgagee 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 Mortgaged property, in 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 of property.

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 Mortgagee 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 accrued hereby.