

Rider Form 651-T

Approved 9-18-39

(For use in sale closings held on and after October 1, 1939, with forms of 651 series, as directed by Regional or State Counsel)

This rider is attached to and is hereby made a part of that certain mortgage dated November 1, 1939, executed by the undersigned and hereinafter referred to as "said instrument". This rider is executed by the undersigned at the time of execution of said instrument by the undersigned, and evidences the covenants and agreements following on the part of the undersigned;

1. As used herein, the words "first party" shall mean and include each and all of the undersigned who are named as mortgagor in said instrument. As used herein, the words "second party" shall mean Home Owners' Loan Corporation, named as mortgagee in said instrument.
2. Notwithstanding any of the terms or provisions of said instrument or of the note thereby secured to the contrary, it is hereby agreed that all unpaid balances of the indebtedness thereby secured or to be secured shall bear interest at the rate of  $4\frac{1}{2}\%$  per annum, and that said interest shall be secured under said instrument and shall be paid by first party to second party at the times and in the installments specified in said instrument and in the note thereby secured.
3. Notwithstanding any of the terms or provisions of said instrument to the contrary, first party covenants and agrees hereby to pay, at the times and in the manner in this paragraph specified, all taxes, assessments and other charges, including ground rents if any, which may affect the title to the real property described in said instrument or which affect said instrument or the indebtedness thereby secured together with the premiums and cost of such fire or other insurance on said property as second party may from time to time require (in such form and amounts and issued by such insurers as second party shall determine), and first party agrees that any failure so to do shall constitute a default under said instrument, upon the happening of which second party may immediately and at its option exercise any or all of its rights and enforce any or all of its remedies provided in said instrument or arising by operation of law. First party shall provide for the payment of said taxes, assessments, ground rents, insurance premiums and other charges (hereinafter designated as "said items") by paying to second party during the term of said instrument, in addition to all other payments to be made by first party thereunder and at the several times at which first party is obligated to make installment payments of principal and/or interest under the note thereby secured, additional payments at the rate of at least  $1/12$  per month of the annual aggregate of said items, as said aggregate is from time to time estimated by second party. Second party may commingle with its general funds any moneys received by it pursuant to the provisions of this paragraph and shall not be liable for the payment of any interest thereon, nor shall second party incur any liability to first party on account of such moneys, except to account for funds received and disbursed under the terms hereof. From and out of moneys received by second party pursuant to the provisions of this paragraph, and/or from and out of any other moneys received by second party from first party or for first party's account, second party may at any time pay the whole or any part of said items, together with any penalties, interest and charges thereon, or may retain any of such moneys for payment of said items, or second party may at its sole option apply at any time any or all of such moneys to the payments of any indebtedness owing to it from first party which is due or past due. If the moneys paid by first party to second party pursuant to the provisions of this paragraph are insufficient in amount to pay and discharge said items, together with any penalties, interest or charges thereon, when the same become due, payable, past due or delinquent, and if first party fail to pay to second party, without demand, the amount of such deficiency, then second party as its sole option may at any time pay the whole or any part of said items, with penalties, interest and charges thereon, from its own funds, and any such payments by second party from its own funds shall constitute advances under the terms of said instrument, and the amounts of any such advances (with interest at the rate of  $4\frac{1}{2}\%$  per annum from the date of each such advance until the same is so repaid) shall be secured by said instrument and shall be repaid by first party to second party at the times and in the amounts and manner in said instrument provided with respect to advances by second party. All payments of said items made by second party hereunder shall be in such amounts as are shown by its own records, or by bills therefor issued by proper authority, to be due, payable, past due or delinquent on account thereof, or shall be made on the basis of any other information received by second party. First party shall promptly obtain, approve and deliver to second party, upon party's demand therefor, all bills for said items. Upon full payment of all indebtedness secured by said instrument, second party shall refund to first party, without interest, all unexpended and unapplied moneys then in its possession which were therefore received by second party pursuant to the provisions of this paragraph, but none of said moneys received by second party hereunder may be withdrawn so long as any indebtedness secured by said instrument remains unpaid.
4. Except as is in this rider otherwise expressly provided each and all of the terms and provisions of the attached instrument shall be and remain in full force and effect.

Witness my hand and seal this 1st day of November, in the year of our Lord one thousand nine hundred and thirty-nine and in the one hundred and sixty-fourth year of the Sovereignty and independence of the United States of America.