

380  
February 12th 1948 for \$ 600.00

This rider attached to and forming part of mortgage dated February 12th 1948 for \$ 600.00 is identified with said mortgage by the following signatures:

*James H. Brown*  
*James O. Brown*

*W. J. ...*

The provisions in this rider to secure the security of this mortgage, does hereby require that the mortgagee shall, in addition to the monthly payments of principal and interest, make the terms of the note or bond secured hereby, as follows: The mortgagee shall, on the first day of each month until the said note or bond is fully paid, pay to the mortgagee (1/2%) of the known or estimated yearly taxes and assessments levied against the herein described premises, and also one-twelfth (1/12) of the balance of the insurance premiums that will become due and payable to maintain in force the insurance on the premises herein described. Such estimates shall be made by the mortgagee, or his assignee. The mortgagee shall hold such monthly payments as trust property, to pay interest thereon, to pay such insurance premiums, taxes and assessments when due. If the total of monthly payments as made shall not be sufficient to cover the amounts of payments actually made by the mortgagee for insurance premiums, taxes and assessments, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay insurance premiums, taxes and assessments when due, then the mortgagor shall upon demand pay to the mortgagee the amount necessary to make up the deficiency. If, in accordance with the terms and provisions of the note or bond secured hereby, the mortgagor shall make full payment of the entire indebtedness of the note or bond secured hereby, the mortgagee will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that all the provisions of this paragraph for such payments of insurance premiums, taxes and assessments to the mortgagee are complied with, the mortgagor shall be relieved from compliance with such covenants herein, and/or in the note or bond secured hereby, as provide for the payment of insurance premiums, taxes and assessments by the mortgagor; but nothing in this paragraph contained shall be construed as in anywise limiting the right of the mortgagee, at its option, to pay any insurance premiums, taxes and assessments when due. In the event of default in the payment of any monthly or other installment of insurance premiums, taxes or assessments as provided in this paragraph, or in the event of default in making payment of the amount necessary to make up a deficiency in such monthly payments, as hereinbefore provided, the mortgagee shall have the same right at its option to invoke any and all the rights and remedies provided in the mortgage or in the note or bond secured hereby, as it would for default in performance of any other terms, conditions, agreements or covenants contained in the mortgage or the note or bond which it secures.

Further, in the event of default under the provisions of the mortgage resulting in a public sale of the premises covered hereby, or if the property is otherwise acquired after default, the mortgagee shall apply, either at the time of the commencement of proceedings upon default or at the time of sale thereafter as the case may be, or at the time the property is otherwise acquired, any balance then remaining in the funds accumulated under the provisions of this rider for insurance premiums, taxes and assessments, as a credit against the principal then remaining unpaid under said note or bond.

The word "mortgagee" as used in this rider shall be construed to mean the owner and holder of the security instrument to which this rider is attached whether said security instrument be a mortgage, deed of trust or a loan deed, and shall include the original owner and holder of said security instrument or any assignee, or transferee thereof. The word "mortgagor" as used in this rider shall be construed to mean the maker and/or makers of said security instrument whether said maker and/or makers be mortgagors in a mortgage or grantors in a deed of trust or loan deed, and shall also be construed to include the vendees, devisees, heirs and assigns of such mortgagor; and the word "mortgage" as used in this rider shall be construed to mean mortgage, deed of trust or loan deed or other instrument securing the payment of the note or bond hereinbefore referred to.