

TOGETHER WITH all and singular the buildings, improvements, hereditaments, and appurtenances and all fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected including, but not limited to, all awnings, screens, shades, fixtures, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating equipment and fixtures and appurtenances thereto and such other goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner.

It is hereby mutually agreed between the parties hereto that all the foregoing property shall to the extent permitted by law be deemed to be affixed to the real property.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

**THE MORTGAGOR HEREBY COVENANTS:**

That it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

That it will pay the indebtedness hereby secured and if default be made in the payment of any installment of principal or interest or in performance of any of the covenants, stipulations, or agreements herein contained, the Mortgagee, at its option and without notice, shall have the right to declare the entire sum hereby secured due and to foreclose this mortgage in the manner provided by law, whether said note (bond) is due by lapse of time or not; and if any action or suit is brought for the foreclosure of this mortgage or the collection of said note (bond), the Mortgagor will pay such attorney's fees as the court may adjudge reasonable in such suit or action.

~~Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal that are next due, on the first day of any month prior to maturity; provided, however, that written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment. In the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guaranty, or endorser, agree to be jointly and severally bound to pay to the holder hereof an adjusted premium charge referred to in Section 6, Article III, of the Regulations applicable to mortgages insured under Section 608 of the Act. Provided, that in no event shall the adjusted premium charge 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 holder hereof upon its obligation to the Federal Housing Commissioner on account of such adjusted premium; provided, however, that the liability of any party herein to pay the above mentioned adjusted premium charge shall be, in any event, subject to the exceptions contained in the applicable Regulations of the Federal Housing Commissioner in force on the date this instrument is executed.~~

That in order more fully to protect the security of this mortgage, the Mortgagor will pay to the Mortgagee in addition to the monthly payments of principal and interest under the terms of the note (bond) secured hereby and concurrently therewith monthly until the said note (bond) is fully paid, the following sums:

(a) If this mortgage and the said note (bond) secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ( $\frac{1}{12}$ ) of the next annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder applicable to mortgages insured under Section 608 of the Act; the Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, water rates, taxes, and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note (bond) secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (ii) ground rents, if any, taxes, water rates, assessments, fire and other hazard insurance premiums;
- (iii) interest on the note (bond) secured hereby; and
- (iv) amortization of the principal of said note (bond).

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

That if the total of the payments made by the Mortgagor under subsection (b) of the next preceding paragraph shall exceed the amount of payments actually made by the Mortgagee, for ground rents, taxes, water rates, assessments and insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the next preceding paragraph shall not be sufficient to pay ground rents, taxes, water rates, assessments and insurance premiums, as the case may be, 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 ground rents, taxes, water rates, 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 (bond) 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 subsection (a) of the next preceding paragraph hereof which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner and any balance remaining in the funds accumulated under the provisions of subsection (b) of the next preceding paragraph. 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 Mortgagee acquires the property otherwise after default, the Mortgagee 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 subsection (b) of the next preceding paragraph as a credit against the amount of principal then remaining unpaid under said note (bond) and shall properly adjust any payments which shall have been made under subsection (a) of said paragraph.

That Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made by payment as hereinbefore provided, and in default thereof the Mortgagee may pay the same; and that it 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 for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate of four per centum (4%) per annum from the date of such advance and shall be secured by this mortgage.

That the Mortgagor will keep the improvements, now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Commissioner upon the insurance of the mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be carried in such companies and be for such periods as may be required by the Mortgagee, and be in an amount which will comply with the co-insurance clause applicable to the location and character of the property but not less than eighty per centum (80%) of the actual cash value of the insurable improvements and equipment of the property. Such policies shall be endorsed with standard mortgage clause with loss payable to the Mortgagee and the Federal Housing Commissioner as interest may appear, and shall be deposited with the Mortgagee.

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

That if the Mortgagee is made or becomes a party to any suit or action, by reason of this mortgage or the indebtedness hereby secured, the Mortgagor will pay all expenses incurred by the Mortgagee therein, including a reasonable attorney's fee.

That if the Mortgagor shall assign or attempt to assign the rents, issues, or profits or any part thereof of the premises mortgaged hereby without the written consent of the Mortgagee, or in case of the actual or threatened demolition or removal of any building on or to be erected upon said premises, then, at the option of the Mortgagee, the debt hereby secured shall immediately become due.