

TOGETHER WITH all buildings and improvements thereon and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and including all after-acquired title, franchise, licenses, or easements; and together with all right, title and interest of the Mortgagor from time to time in and to all heating, lighting, plumbing, cooking, ice-making, ventilating, air-conditioning, laundry and refrigerating equipment; all elevators and motors, cabinets, engines and machinery, sprinkler systems; all storm and screen doors, screens, awnings, window shades, and floor coverings; and all other property now or hereafter owned by Mortgagor, or any successor in title, and attached to or used in connection with the real estate hereinabove described; and together with all building materials and equipment located on the premises and intended to be incorporated in the buildings or other improvements; AND ALSO all furnishings and articles of personal property now or hereafter attached to or 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 all goods, 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 therefor, 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 AND AGREES WITH THE MORTGAGEE:

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 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

Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days' prior written notice to the holder. If this debt is paid in full prior to maturity and while insured under the National Housing Act, all parties liable for payment thereof hereby agree to be jointly and severally bound to pay to the holder hereof the adjusted premium charge referred to in Section 2, Article III, of the applicable Regulations for Section 608; provided that such adjusted premium charge shall not exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity and shall be subject to all exceptions contained in said Regulations. *W.D.S.* In addition to the above, in the event that the aggregate of all prepayments of principal made in any one calendar year shall exceed 15% of the original principal sum, there shall be paid to the holder hereof, as a condition precedent to and as consideration for the privilege of making payment in excess of 15% of the original principal sum in any one year, which shall not be cumulative and which shall be in addition to the amount of the FHA adjusted premium charge as required hereinabove, the following charge computed on the amount of the then unpaid principal sum:

- (1) An amount equal to 8% thereof in the event any such prepayment is made during the first ten year term of the mortgage.
- (2) An amount equal to 3% thereof in the event any such prepayment is made during the second ten year term of the mortgage, and
- (3) An amount equal to 1% thereof in the event any such prepayment is made during the balance of the term of the said mortgage.

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 on the first day of each month after the date hereof and continuing until the said note (bond) is fully paid, the following sums:

- (a) If and so long as said note or bond of even date and this mortgage are insured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one month prior to its due date, the annual mortgage insurance premium, in order to provide the Mortgagee with funds to pay such premium to the Federal Housing Commissioner pursuant to Section 608 of the National Housing Act, as amended, and Regulations thereunder.
- (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 herein described, 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 payments 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.

Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the amount therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under (a) of the next preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (b) of the next preceding paragraph shall be credited to the principal of the mortgage as of the date of the commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under (a) thereof shall be likewise credited unless required to pay sums due the Commissioner under the Contract of Mortgage Insurance.