

188-301

The mortgagor, in order more fully to protect the security of the mortgage, does hereby covenant and agree that, in addition to the monthly payments of principal and interest payable under the terms of the note or bond secured hereby, the mortgagor will pay monthly to the mortgagee, on the same day said principal and interest are payable, until the said note or bond is fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied against the herein described premises, and also one-twelfth (1/12) of the known or estimated yearly 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, which shall hold such monthly payments in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due, except as hereinafter provided. If the total of monthly payments as made under this paragraph shall exceed 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, before accepting such full payment, apply in reduction of principal any and all amounts 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, which 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 instalment 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 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 defaults 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 the mortgagee may apply 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 indebtedness then remaining unpaid.

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, or any assignee, or transferee thereof. The word "mortgagor" as used in this rider shall be construed to mean the maker or makers of said security instrument, and also the vendees, devisees, successors, heirs and assigns of such mortgagor; and the word "mortgage" as used in this rider shall be construed to mean the security instrument to which this rider is attached.

This rider, attached to and forming a part of Mortgage No. 16, dated January 16, 1951, for \$ 7800.00, is identified therewith by the following signatures:

*Alfred Barbey*

COMB 13477-ED 9-47

This Mortgage secures a loan guaranteed under Section (501)(305) of the Servicemen's Readjustment Act of 1944, as amended, and Regulations issued under the Act and in effect on the date that this loan is submitted and accepted or approved for guaranty shall govern the rights, duties and liabilities of the parties to such loan, and any provisions of the loan instruments inconsistent with such Regulations are hereby amended and supplemented to conform thereto. Should the Veterans' Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of \$4680.00, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

It is agreed between the parties hereto that if the mortgagor does not maintain the premises in reasonable repair the mortgagee may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.

Witness my hand and seal this 16th day of January in the year of our Lord one thousand nine hundred and Fifty-one and in the one hundred and Seventy-fifth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

*Alfred Barbey* ..... (L. S.)

*Carl W. Thomas* ..... (L. S.)

*Patrick C. Jant* ..... (L. S.)

..... (L. S.)