

Together with all and singular the rights and interests in and to the premises in any way incident or appurtenant thereto, and all of the fixtures, improvements, and including all heating, plumbing, and electrical fixtures, and all other things in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the premises herein described, unto the Mortgagee and his heirs and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises in fee simple, absolute, that he has good right and lawful possession of the same, and that the premises are free and clear of all liens and encumbrances, and that he and his heirs and assigns ever defend all and singular the premises unto the Mortgagee and his heirs and assigns, and unto all persons whomsoever lawfully claiming the same, or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the note secured hereby at the times and in the manner therein provided. Principal of the note shall be payable in equal installments to one or more monthly payments on the principal due and owing on the note, until the note is paid to maturity; provided, however, that written notice of an intention to prepay the note shall be given (30) days prior to prepayment; and, provided further, that in the event the Mortgagee is not insured at that time it is insured under the provisions of the National Housing Act, the Mortgagee shall pay an advance premium charge of one per centum (1%) of the unpaid principal amount of the note, and the amount of the adjusted premium exceed the aggregate amount of premium charges previously paid by the Mortgagee has continued to be insured until maturity; such payment to be made by the Mortgagee to the Secretary of Housing and Urban Development as agent of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest provided for in the terms of the note secured hereby, he will pay to the Mortgagee on the first day of each month, until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder thereof with funds to pay the premium charges on the mortgage insurance and the note secured hereby, are insured, or a portion thereof, as provided in the Regulations of the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, an amount sufficient to cover the premium charges on the mortgage insurance and the note secured hereby, as provided in the Regulations of the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) of one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note, less the amount of delinquencies or prepayments;
 - (ii) A sum equal to the ground rents, if any, next due, plus the premiums due on the mortgage insurance and the note secured hereby, less all amounts already paid thereon, to be paid by the Mortgagee to the Mortgagee before one (1) month prior to the date when such ground rents, premiums, taxes, special assessments, fire and other hazard insurance premiums, and such sums to be held by Mortgagee in trust to pay such ground rents, premiums, taxes, special assessments, fire and other hazard insurance premiums;
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee to the Mortgagee 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 Secretary of Housing and Urban Development, or mortgage charge (in lieu of mortgage insurance premium) as the case may be;
 - (II) taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment, shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagor (for taxes or assessments or insurance premiums, as the case may be), such excess shall be credited by the Mortgagee as satisfaction of payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay taxes and assessments and insurance premiums, 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 taxes, 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 secured hereby, full payment of the entire indebtedness contemplated 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 (a) of paragraph 2 hereof which the Mortgagor has or hereinafter shall be obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. It 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 is otherwise required by law.