

1306 21386

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves, and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee, its Successors and Assigns. And the Mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part hereof.

1. The Mortgagor further agrees that any note or other instrument of debt given to the Mortgagee by the said Mortgagor shall be secured by the afore-described real property ratably according to their respective amounts without priority of one over the other; it is understood and notice is hereby given to all persons that only the Mortgagee or the holder of said note or notes may verify the outstanding unpaid balance.

2. In case of default in the payment of any part of the indebtedness secured hereby, or default in any covenant or provision of this mortgage, the Mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

3. If any obligation secured by a lien upon the property hereby conveyed, superior to the lien of this deed, be in default, then the entire debt hereby secured shall, at the option of the Mortgagee, become immediately due and payable.

4. Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by Mortgagee against loss by fire, tornado, and other hazards, casualties and contingencies, in such amounts, and for such periods, and in companies approved by the Mortgagee, and will pay promptly, when due, any premiums on such insurance, and assign said policy or policies of insurance to the Mortgagee. In the event that the Mortgagor should at any time fail to insure said premises or pay the premiums thereon, then the Mortgagee may cause the buildings to be insured in its name or may cure any default in Mortgagor's payment of premiums on insurance in Mortgagor's name and reimburse itself for the premiums and expenses of such insurance under this mortgage with interest as herein provided. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Should the Mortgagor fail to secure insurance or have the same cancelled, then in such event the Mortgagee shall have the right to declare the full indebtedness due and payable immediately and foreclose this mortgage. In the event this mortgage is junior in lien to another mortgage, Mortgagor hereby assigns to Mortgagee any proceeds of, or interest in, any insurance on the mortgaged property not necessary to satisfy the senior mortgage.

5. The Mortgagor shall pay promptly all taxes and assessments assessed and chargeable against said property, and in default thereof, the Mortgagee may pay the same, and such payment shall become a part of the debt secured by this mortgage.

6. The Mortgagor covenants to keep and perform all of the covenants, agreements and conditions to be kept and performed by the lessor under any and all leases now or hereafter covering the mortgaged property, or any part thereof. In event of default under any such lease by reason of the failure of the Mortgagor to keep or perform one or more of the covenants, agreements or conditions thereof, the Mortgagee is hereby authorized and empowered, and may at its option, remedy, remove or cure any such default, and further, the Mortgagee may, at its option, and in its sole discretion, pay any sum of money deemed necessary by it for the performance of said covenants, agreements and conditions, or for the curing or removal of any such default, and incur all expenses and obligations which it may consider necessary in connection therewith.

7. The Mortgagee is authorized, for the account of the Mortgagor, to make any required payments under any lien prior hereto, or under this mortgage, the non-payment of which would constitute a default, including but not limited to principal and interest payments, taxes and fire insurance premiums.

8. And it is hereby agreed as a part of the consideration for the loan herein secured that the Mortgagor shall keep the premises herein described in good repair and in tenantable condition, and should he fail to do so, Mortgagee may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage indebtedness. In the event that the dwelling or improvements on the premises herein described be abandoned, become untenable, or uninhabitable, in the opinion of the Mortgagee whose judgment shall be final, then in such event the Mortgagee shall have the right to declare the full indebtedness due and payable and foreclose this mortgage.

9. All sums advanced pursuant to paragraphs 4 through 8 hereof shall attach to and become part of the indebtedness secured hereby. All such sums shall become payable at any time on demand therefor, and failure to pay the same on demand shall, at Mortgagee's option, constitute a default hereunder. At Mortgagee's option, such sums may be added to the principal of the note secured hereby, and in that event shall bear interest at the same add-on rate as the principal of said note from the date of advance to the date of maturity of the note.

0386

4328 NY-2