

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

- A. An amount sufficient to pay the delinquent with interest on the delinquent amount, and the interest on the delinquent amount, and all other charges, including the cost of collection, on the part of the Secretary of Housing and Urban Development as follows:
  - I. If and so long as said note is in default, and this instrument is recorded, and is recorded for the purposes of the National Housing Act, an amount sufficient to pay the delinquent on the basis of the holder's delinquent payments due into the special escrow account opening, in order to provide such holder with the means to pay such payments to the Secretary of Housing and Urban Development pursuant to the National Housing Act as amended, and applicable Regulations thereunder.
  - II. If and so long as said note is in default, and this instrument is held by the Secretary of Housing and Urban Development, an amount sufficient to pay the delinquent on the basis of the holder's delinquent payments due into the special escrow account opening, in order to provide such holder with the means to pay such payments to the Secretary of Housing and Urban Development pursuant to the National Housing Act as amended, and applicable Regulations thereunder.
- B. Insurance, including fire, theft, and other risks, as this instrument is held by the Secretary of Housing and Urban Development, an amount sufficient to pay the delinquent on the basis of the holder's delinquent payments due into the special escrow account opening, in order to provide such holder with the means to pay such payments to the Secretary of Housing and Urban Development pursuant to the National Housing Act as amended, and applicable Regulations thereunder.
- C. A sum equal to the amount of taxes, including the property taxes that will next become due and payable, on parcels of land and other improvements, including the improvements, parties, and taxes and assessments next due on the mortgaged property, all as assessed by the Mortgagee, less all amounts already paid thereon divided by the number of months to elapse from the date of the mortgage to the date when such taxes, premiums, taxes, and assessments will be next due and payable, to be held by Mortgagee in trust to pay, and for and to pay, premiums, taxes, and special assessments, and all payments required in the maintenance, and the terms of this paragraph, and all payments to be made under this note shall be paid together with the interest on the amount of such payments, and shall be paid by the Mortgagee each month on a date to be specified by the Mortgagee to the following items in the order set forth:
  - I. premiums, charges, or for the contract, for interest, with the Secretary of Housing and Urban Development, on a monthly basis, as provided in the mortgage insurance program, as the case may be;
  - II. taxes, special assessments, and other charges on the premises;
  - III. interest on the amount of such payments;
  - IV. assessments of the payments of the taxes.

*Handwritten initials and date: DM 1/21/51*

Any delinquency in the payment of any of the above items shall, unless made good to the Mortgagee prior to the due date of the next payment, constitute a default under this mortgage. The Mortgagee may collect a late charge of \$1.00 for each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling such delinquent payments.

**four cents (4¢)**

3. If the total of payments made by the Mortgagee under (c) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under (c) 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 Mortgagee 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 Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note 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 Mortgagee all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become 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. 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 property is otherwise acquired 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 (c) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same, and that he will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgagee 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 set forth in the note secured hereby from the date of such advance and shall be secured by this mortgage.

5. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

4328 RV-21

0871