

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 equal to the principal due hereunder plus the interest thereon, together with the premium on the mortgage and the cost of the title insurance policy, and the cost of the recording of this instrument, and the cost of the recording of the note secured hereby, as provided in the National Housing and Urban Development Act of 1938.

B. If and as early as the date of the maturity of this instrument or any part thereof under the provisions of the National Housing Act, or any amendment thereto, or in the hands of the holder of the mortgage, the note secured hereby, the amount of the monthly payments shall be reduced to the amount of the monthly payments required by the Secretary of Housing and Urban Development pursuant to the National Housing Act, or any amendment thereto, or applicable Regulations thereunder.

C. If and as early as the date of the maturity of this instrument or any part thereof under the provisions of the National Housing Act, or any amendment thereto, or in the hands of the holder of the mortgage, the note secured hereby, the amount of the monthly payments shall be reduced to the amount of the monthly payments required by the Secretary of Housing and Urban Development pursuant to the National Housing Act, or any amendment thereto, or applicable Regulations thereunder.

D. A sum equal to the amount of the taxes, assessments, and premiums that will next become due and payable on premises 1 hereunder, other than the taxes, assessments, and premiums that will next become due and payable on the mortgaged property, all as estimated by the Mortgagee, less all sums already paid thereon by the mortgagor, or his trustee, or assignee, or any other person, the date when such taxes, assessments, premiums, taxes, and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay when due and taxes, premiums, taxes, and special assessments, and all payments made to the tax assessor, or other authority, 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 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 Secretary of Housing and Urban Development, or monthly charges in lieu of the above insurance premiums, as the case may be.

II. Taxes, special assessments, and other taxes and assessments.

III. Interest on the note secured hereby, and

IV. An amount equal to the principal of said note.

Any deficiency in the amount of any such separate 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 **Four** ^{cents} **per** ^{year} **for** each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

Handwritten initials

3. If the total of payments made by the Mortgagor under (b) 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 Mortgagor, or refunded to 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 Mortgagee shall pay to the Mortgagor 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 represented 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 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 (b) 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 herebefore, and in default thereof the Mortgagee may pay the same, and that he will promptly deliver the original receipts therefor to the Mortgagee. If the Mortgagor 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 thereon, to be visible and not concealed.

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 herebefore. 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned as hereby authorized and directed to make payment for such loss directly to the Mortgagee or to the Mortgagor and Mortgagee jointly, and the insurance proceeds so received or to 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 thereby, all rights, title and interest of the Mortgagor 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, or any part thereof, are hereby assigned by the Mortgagor 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-2

BR 590