

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. The amount of payments provided for in the schedule with the first and the next to last payments of the mortgage secured hereby, and the balance of the monthly payments of principal and interest on the mortgage secured hereby to the Secretary of Housing and Urban Development as follows:

(I) From the date of maturity of the said note and this instrument until the date of maturity of the National Housing Act, an amount sufficient to cover the balance of the first and the next to last payments due under the original mortgage and the amount of the first and the next to last payments of the National Housing Act as amended, and applied to the date of maturity of the said note.

(II) If and so long as the mortgage and this instrument are held by the Secretary of Housing and Urban Development, an amount sufficient to cover the balance of the mortgage insurance premium, which shall be an amount equal to one-twelfth (1/12) of one percent of the average outstanding balance, less the amount computed with respect to the amount of the payments of principal.

A. The amount of the interest, if any, next due on the premises that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, all as provided by the Mortgagee, less all amounts already paid therefor, divided by the number of months to elapse between the date of maturity of the mortgage and the date when such interest, premiums, taxes, and assessments will become due and payable, to be held by the Mortgagee in trust to pay said interest, premiums, taxes, and special assessments; and all payments made in the two preceding sections of this paragraph and all payments to be made under the note and this instrument shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- I. Payment of interest under the contract of insurance with the Secretary of Housing and Urban Development, or monthly payments of fire and other hazard insurance premiums, as the case may be;
- II. Payment of special assessments, taxes, and other hazard insurance premiums;
- III. Payment of the interest on the said note;
- IV. Payment of the principal of said note.

Any deficiency in the amount of any such appropriate 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 of five percent of the amount of each such payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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 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 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 (a) 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 hereunder, 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 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 such payments shall bear interest at the rate set forth in the note secured hereby from the date of such failure 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, and a payment of which has not been made hereunder. 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, and will promptly pay the same, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the residue, if any, of 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 rights, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or titlee.

7. That he will, in all the terms, 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 terms, 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 terms, 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 Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it in account of the indebtedness secured hereby, whether due or not.

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