



# UNOFFICIAL COPY

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

3. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagee agrees to pay to the holder of the Note, whenever requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of insurance and such other burdens as shall be required hereinafter concerning the mortgaged property, and for the payment of taxes and special assessments levied on the property falling as community by the holder of the Note; such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such reserves whether or not complied with shall not be construed to affect the ultimate rights of the Mortgagee in any event premium, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If the holder of the Note, premium, taxes and special assessments, and other charges, and fees, are not paid when due, the Mortgagee shall pay the amount necessary to pay them when due, then the Mortgagee shall pay the necessary amount of interest on the deficiency payment to be made by the Mortgagee.

3. The principal is granted to make preparation as principal of the Note as any interest payment date upon thirty days prior written notice; provided, however, that all such principal is in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

6. Mortgagee may collect a late charge equal to one tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby created for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense for collection, including attorney's fees.

3. Mortgagor agrees that the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the title of this instrument, or any litigation to which the Mortgagor may be made a party on account of the title or as which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney fees and expenses incurred shall be added to and be a part of the debt hereby secured. All costs and expenses reasonably incurred in the defense of this mortgage and title of the property securing the same and in connection with any other dispute or litigation relating said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and by a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the rate of 12 1/2 per cent. 12 1/2 per annum.

6. In case of default thereon, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make any or partial payment of principal or interest on principal encumbrances, if any, and, notwithstanding discharge, compromise or settle any suit or other proceeding or cause of action thereof, or release from any cause or liability affecting said principal or interest, pay any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagor in its discretion to protect the premises on the line hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 11 1/2 percent per annum. Recovery of Mortgagor shall never be considered as a waiver of any right contained in or an accord and satisfaction of any default heretofore on the part of Mortgagor.

3. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, fine, fine or costs or

At the option of the Mortgagor and without notice to Mortgagor, all unpaid indebtedness accrued by this Mortgage shall, notwithstanding anything to the contrary

(c) At the option of the holder of the Note, the principal and interest due and payable shall immediately become due and payable if (i) immediately in the case of default in making payment of any installments on the Note or any other obligation accrued hereby, or (ii) such default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

(d) In the event that Mortgagor or either of them fail to pay any amount of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or have filed a petition for bankruptcy, admits in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition for reorganization or arrangement with creditors, or (e) take advantage of any provision of law, or (f) file a notice of preference, administration, or material alteration of any personal property, or (g) petition for reorganization, bankruptcy, reorganization, or insolvency proceeding.

(e) The day set for the purpose of effecting any of the foregoing, or of any order, judgment or decree, shall be deemed upon application of a trustee of the Mortgagor, or a court competent jurisdiction exercising a similar action, the commencement of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unexpired and in effect for a period of 10 consecutive days; the holder of the Note, notwithstanding any provision to the contrary, may declare the Note immediately due and payable, whenever the principal and interest accrued on the Note and (i) which sum hereby accrued, shall become immediately due and payable as of the full sum of money, whereupon the principal and interest accrued on the Note and (i) which sum hereby accrued, shall become immediately due and payable as of the full sum of money, whereupon the principal and interest accrued on the Note and (i) which sum hereby accrued, may prosecute a suit or law action in equity as of all money recovered hereby had, received prior to its institution. Furthermore, in the event of a declaratory judgment, the trustee, receiver, or liquidator, the Mortgagor may at his option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness accrued hereby due and payable forthwith and may at his option proceed to foreclose this Mortgage.

due and payable, and shall remain due and payable until paid, whether by acceleration or otherwise. Mortgagor shall have the right to foreclose the lien herein, in any suit, action or proceeding, in the state baronial; there shall be allowed and included as additional costs and expenses to the decree for sale all advertising and expenses which may be paid or incurred by or behalf of Mortgagor for attorney's fees, appraiser's fees, notary, recorder and expert evidence, anastrophes, charges, publications, costs and cause table, may be estimated as to items to be expended after entry of the decree, of paying all such amounts of costs, title searches and examinations, insurance policies, Torrens certificates and similar documents and expenses with respect thereto into the title as may be reasonable necessary either to prosecute such cause of action or defense in any suit which may be had pursuant to such decree, the title as the value of the premises. All costs, premiums and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness due hereby and immediately due and payable with interest thereon at the rate

13. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incident to the foreclosing proceedings, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness evidenced by the Note, with interest thereon at the rate provided; third, all principal and interest remaining unpaid on the Note; fourth, any encumbrances, taxes, fees, legal expenses incurred or otherwise, as they may appear.

14. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after trial, without notice, without regard to the amount of indebtedness of the debtor at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a home or otherwise. The Mortgagee may be appointed receiver, and the receiver shall have power to collect the rents, charges and profits from the premises, as well as doing any further acts when necessary, except for the enforcement of such receiver, would be inconsistent with the purpose of this instrument, particularly, possession, control, management and operation of the premises during the whole of said period, and all other powers which may be necessary or may be used in such cases for the protection of the rights of the Mortgagee, his heirs, executors, personal representatives, successors, assigns and of the persons during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, as evidenced by any decree foreclosing this Mortgage, or any one or partial assignment or other form which may be or become superior to the lien hereon or of such decree, prior to each application so made prior to final judgment in the action to foreclose, and deficiency in case of a sale and deficiency.

to foreclosure sale; (C) the deficiency in case of a sale or deficiency.

13. The Mortgagors will not at any time, leases upon, or plead, or in any manner whatsoever claim or take any benefit of, or any all, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, whenever enacted, now or at any time hereafter, or enforced, which may affect the premises and covenants or the performance of this Mortgage, nor claim, take, or interest upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or value thereof which may be made pursuant to any provision herein or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagors hereby expressly waive all benefit or advantages of any such laws, and covenants not to bind, delay, or impede the execution of any power herein granted or delegated by the Mortgagors, but so far as and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them, waive, to the extent that it may lawfully

14. No action for the enforcement of the item or of any provision herein shall be subject to any defense which would not be good and available in the party interposing same in an action at law upon the Note.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation compensation so received shall be forthwith applied by the Mortgagee as follows:

17. In the event new buildings and improvements are now being or are to be erected or placed on the premises subject to this as a construction loan mortgaged and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications agreed by Mortgagor and Lender, then, in addition to all other rights and remedies available to Lender under the terms of this Agreement, Lender may, at any time during the thirty days prior to the due date of the first payment of principal, or at any time thereafter, require Mortgagor to abandon such buildings and improvements and to remove them from the premises subject to this Agreement and Lender shall have the right to do so at the expense of Mortgagor, and in the event of abandonment of such buildings and improvements, Lender shall at the point of entry of such buildings and improvements as determined by Mortgagor, pay, at his option, also costs and expenses of the reconstruction of the said buildings and improvements and monies expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and secured by these premises, and shall be payable by Mortgagor on demand, with interest at the rate of 12% per annum, in the event Mortgagor shall fail to complete construction, Mortgagor shall bear full and complete liability to Lender with respect to the improvements from depreciation in value and to provide the principal proceeding thereon, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and carry out any contracts and obligations whatsoever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities

18. A re-conveyance of said premises shall be made by the Mortgagor to the Mortgagee on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

19. This Mortgage and all proceedings hereon, shall extend to and be binding upon Mortgagor, and all persons claiming under or through Mortgagor, and the wife hereof, who may hereafter be lawfully entitled to the possession of the property mortgaged, and all persons liable for the payment of the indebtedness at any part thereof, whether or not such persons shall have executed the Note or this Mortgage.