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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORICAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall [1] promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics of other flens or claims for then not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premisers superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior flen to Mortgagee or to holder of the contract. (4) complete: within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any lax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by firelightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgage, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein. Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any, an a our chase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affering sald premises on contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' less, and any other moneys advanced by Mortgagee or the holders of the contract to protect the moneys and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account to any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the hold." If the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill statement or so hate procured from the appropriate public office without inquiry into the accuracy of such bill statement or estimate or into the validity of any tax appearance, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of in effedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgagors shall, notwithstanding anything in the contract or in this Mortgagors the contrary, become due and pays bletal immediately in the case of default in making payment of any instalment on the contract, or the default shall occur and continue for hime flags in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, here shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for atformers' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of time. The searches and examinations, guarantee policies. Torriens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such in or the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph, mentioned shall be. or me so much additional indebtedness secured hereby and immediately due and payable, when paid or the united by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, thair ant or defendant, by reason of this Mortgage or any indebtedness becruby commenced or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and a plied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings including all such items "a" in mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional of that evidenced by the contract: third, all other indebtedness, if any, remaining unpaid on the contract: fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the sciency or insolvency of Mortgagors 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 homestead or not and the Mortgages hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sult and, in case of a sale and a deficiency during the full start from period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the precision, possession, control, management and operation of the premises 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: (1) The indebtedness secured hereby, or by any decree foreclosing this it drigage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the iten or any provision hereof shall be subject to any defense which would not by good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access the eto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

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RETURN TO:

L STREET UNON MORTGAGE CO. INC.

V CITY DALLAS, TX 75379-0684

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