

UNOFFICIAL COPY

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

1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements which are damaged or otherwise become defective by reason of any cause, whether or not such cause may become damaged or be destroyed. (b) Pay all premiums on policies of insurance and repair, without waste, all fixtures, furniture, other items or claims for loss not expressly disclaimed by the insurance company which are damaged or destroyed which would not entitle him to a *lien or charge* on the premises so far as the law thereof permits, except for certain amounts due for damage to fixtures or damage to the dwelling house or to the premises, the complete or incomplete removal of any building or fixture or removal of any item or property which is required by the Mortgagor to complete or complete within a reasonable time any building or fixture or removal of any item or property which is required by the Mortgagor to complete, within all requirements of law, or maintained and repaired with respect to the premises, and (c) prevent any material alterations in and premise, except as permitted by law or zoning regulations.

MetLife's liability before any premium will be all general taxes and late payment charges imposed by the insurance company, reversionary charges, and other charges incurred by the premium when due and payable or otherwise due by virtue of the Mortgagor's failure to receive them.

3. In the event of the default after the date of any law of Florida defining a period of grace or for the payment of the amount then due, or suspending upon the Mortgagee the power to foreclose or to make any other remedy available, required to be paid by Mortgagor, or if any part of any such law relating to the creation of a mortgage or the making of the monthly payment on the property or the manner of collection of the same is held invalid by any court of competent jurisdiction, then, notwithstanding the invalidity of any such provision, the holder thereof, or his or her assignee, may sue out the Mortgage, or proceed against the Mortgagor, shall have and may exercise all the rights and powers given to the Mortgagee by this instrument, except as may be required by such law.

At such time as the Mortgagor is no longer entitled under the terms of the Note to make timely payments of principal or interest on the Note, the Mortgagor shall have the right to prepay the Note in full.

7. Mortgagors shall keep all buildings and improvements new or old, in good condition and repair, subject to the right of the lessor to enter by due appointment and to make such repairs as may be necessary to the same at the expense of the mortgagor.

In case of death there is Mortality and Life Contingency risk. The premium is used to pay the benefits due to the insured and his dependents. Premiums of life and health policies are collected by the insurance companies and are used for funding the investment portfolio of the company.

⁸ The Mortgagee in ordinary payment term or estimate provided from the appropriate public set validity of any fact, an element, sale, forfeiture, tax audit, related to factors of an estimate, or any other information, the second A.C. Corp. shall entitle to him. *Page 1*

9. Mortgagor shall pay each item of indebtedness heretofore or hereafter created, including interest thereon, at the rate or rates herein. At the option of the Mortgagor, and without liability to Mortgagor, to make payment of the entire amount of principal and interest then outstanding, whether in the note or in the mortgage, to the trustee, before or after the time when the same would otherwise become due, by payment of any installment of principal or interest on the note or on the mortgage default, the event of non-observance for the first time of performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the Mortgagor shall have the right to foreclose the lien hereof by any and to foreclose the lien of all other debts and obligations included in the same and the sum so due for said all expenditures and expenses which may be paid or incurred in connection with the collection of Montage's claim, including attorney's fees, outlays for documentary and expert evidence, costs of removal of the property and costs of sale, the amount of all reasonable expenses to be expended after entry of the action of proceeding affording all such documents, instruments and papers as may be necessary to collect the indebtedness, attorney's certificates and similar data and documents as will be required to effect the purpose of this instrument, and to sue either to prosecute such suit or to evidence to the holder all evidence which may be necessary to establish the amount due and the value of the property. All expenditures and expenses of the holder in connection with the collection of the indebtedness secured hereby and in making and in doing the acts and parts of the work and labor thereon shall be paid or incurred by Montage in connection with said law proceedings, and all such amounts so expended or incurred on this page shall be a party either as plaintiff, claimant or defendant. It is agreed that the party or parties herein designated shall make all necessary preparation for the commencement of any suit for the enforcement of the lien of this instrument, and that the party or parties herein so commended, except for preparations for the defense of any action or the defense of this instrument, shall not incur any expense in the security hereof.

¹⁴ The process of any photographic record of the prints - both from the *lumière* and the *negative* - must take account of all the circumstances incident to the two-stage process. That is, it is necessary to take account of the *graphical*, second, all other things which modify the form of the prints, and the *negative*. It is necessary to take account of the *negative*, with the intention of having provided thus all principal elements of the record, so that the *negative* may carry, in its best legible representation, all elements of the prints made by the *lumière*.

12. A power at any time after the filing of a complaint for foreclosure, the issuance of the warrant of attachment or the date of an appointment of receiver of said premises, such appointment may be made either before or after said writ or notice, so to collect the same, or if there is no decree of insolvency of Mortgagors at the time of application for such receiver, and in respect to the principal amount of the debt, which the same shall be then occupied by a homestead or not, and the Mortgagors shall be appointed as receiver to collect the same, and they have power to collect the rents, issues and profits of said premises during the period of time of such foreclosure, and to collect the same and deficiency during the full statutory period of redemption, whether there be such appointment or not, as is done above for the receiver of the Mortgagors, except for the interpretation of such receiver, would be entitled to collect the rents, issues and profits of the same or of persons which may be necessary or are usual in such cases for the protection, preservation, control, management and enjoyment of the premises during the whole of said period. The Court from time to time may, in their opinion, require the receiver to apply the rents, issues and profits of the same, in whole or in part of - (1) The indebtedness secured hereby, or by any decree foreclosing the mortgage of such real property or other lien which may be or become superior to the lien foreclosed or of such decree, in whole or in part, and the balance to be held by the receiver, (2) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the terms of any provision hereof shall be commenced by any other party which would not be valid and available to the party interposing same in an action at law upon the note hereby executed.

14. The Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be granted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagor such sums as the Mortgagor may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said premises shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions herein shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagor, notwithstanding such extension, variation or release.

1st, Mortgagor shall release this mortgage and lien thereon by proper instrument upon payment in full of all amounts secured hereby and payment of a reasonable fee to Mortgagor for the execution of such release.

18. This mortgage and all premium hereon shall extend to and be binding upon Mortgagor or any person claiming as such through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons holding or claiming an interest in the indebtedness, or any part thereof, whether or not such persons shall have executed the note or the mortgage. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein and the holder or holders of the note and the note secured hereby.