395

395

3. That if the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the mount of payments actually made by the Mortgage for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagor on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceded, as the case may be, such excess shall be credited by the Mortgagor shall pay to the Mortgage any amount necessary be, make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums, shall be due. If at any time the Mortgagor shall tender to the Mortgage, in accordance with the provisions of the note secured hereby, hill payment of the entire indebtedness represented thereby, the Mortgage shall, indebtedness, credit to the account of the Mortgage, and payable, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof, which the Mortgage has not become obligated to pay to the Secretary 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 pays to the time of the come incement of such indebtedness, or at the time the property is otherwise acquired, the pay to the meaning in the funds accumulated under the provisions of (b) of paragraph 2 hereof, which the Mortgage is and become obligated to pay to the Mortgage is an ubble sale of the remaining in the funds accumulated under the provisions of (b) of paragraph (b) of paragraph 2 hereof, the Mortgage is a credit against the amount of pays the time of the come incement of such indebtedness, or at the time the property is otherwise accudit against the amount of paragraph 2. Hereof, b) of paragraph 2 preceding, as a credit against the amount of paragraph 2. Hereof, b) of paragraph 2 hereof, b) of paragraph 2 hereof, b) of paragraph 2 preceding, a

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 hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed 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 the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgage against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by it and have attached there to loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereiby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgage jointly, and the insurance proceeds, or 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 debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at the rate set forth in the note secured hereby from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions' or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within six months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the six months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

10. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.