

This mortgage is subject and second to a mortgage to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated January 29, 1950, to secure \$7,000.00, insured by the Federal Housing Administration.

This mortgage secures a loan guaranteed under Section 505 of the Servicemen's Readjustment Act of 1944, as amended, and Regulations issued under the Act and in effect on the date this loan is submitted and accepted or approved for guaranty shall govern the rights, duties and liabilities of the parties to such loan, and provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto.

The party of the second part may collect a "Late Charge" not in excess of an amount equal to Four per cent on any installment paid more than fifteen days after due date.

It is agreed between the parties hereto that if party of the first part does not maintain the premises in reasonable repair the party of the second part or assigns may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.

And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes, and assessments of every type or nature against said premises when they become due, or upon the party of the second part's interest therein; and agree to pay all taxes which may be assessed upon this mortgage, note or the money secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the party of the second part. Upon violation of this undertaking or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any court of last resort of a decision that the undertaking by the parties of the first part, as herein provided, to pay any tax or taxes, is legally inoperative; then and in any such event the debt hereby secured, without any deduction, shall at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of interest and principal of said note or any part thereof, when due; or if the taxes or assessments on said premises or upon the party of the second part's interest therein are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.