





to be made by the City, Village, County, State, or Federal authorities to the present and all subsequent owners of the premises herein described, including any award or awards for any change or changes of grade of streets affecting said premises, which said award or awards are hereby assigned to the said Board and its legal representatives, successors, and assigns; and the said Board, for the said Board, and the legal representatives, successors, and assigns of the said Board (at its or their option) are hereby authorized, directed, and empowered to collect and receive the proceeds of any such award and awards directly from the authorities making same, and to give proper receipts therefor and to apply the same toward the payment of the amount owing on account of this Mortgage, and the party of the first part, the mortgagor herein, for the said mortgagor, and the legal representatives, successors, or assigns of the mortgagor hereby covenants and agrees to and with the said Board, its legal representatives, successors, and assigns, that upon request by the holder of this mortgage the said mortgagor will make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of this mortgage, free, clear, and discharged of any and all encumbrances of any kind and nature whatsoever.

And the party of the first part, the mortgagor herein, further covenants with the party of the second part, the said Board, being the mortgagee herein, as follows:

- 1. That the said party of the first part, in consideration of the amount herein set forth, doth hereby covenant, grant, promise, and agree to and with the said party of the second part, and doth hereby become bound unto it as follows, that in case the said Church or corporation, party of the first part, shall cease to be connected with the United Presbyterian Church in the United States of America or the corporate existence of the said party of the first part shall cease, or its house of worship or mortgaged premises be alienated, or sold, or its house abandoned as a house of public worship by the party of the first part except for the building upon the same premises of a better house of worship, then, and in such case, it, the said party of the first part, shall and will forthwith refund, and it hereby covenants and agrees to pay, to the said party of the second part, its successors or assigns, the said amount with 5% interest thereon from the time of receiving it, and upon the happening of either of such contingencies, the said sum of money with 5% interest thereon shall be due and payable to the party of the second part, its legal representatives, successors, or assigns.
- 2. That the mortgagor will pay the indebtedness as hereinbefore provided.
- 3. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee, in such manner and in such insurance companies as the said mortgagee shall approve.
- 4. That no building or buildings on the premises shall be removed, or demolished, or abandoned, or sold without the written consent of the mortgagee herein and of the Presbytery or Synod within the bounds of which the mortgaged property is located.
- 5. That the mortgagor herein will pay all taxes of any kind or nature, assessments and water rates which may now be due or which may become due or which may be later assessed by the Federal government, State government or any subdivision thereof.
- That the whole of said principal sum shall become due at the option of the mortgagee after default in the payment of any tax, water rate, or assessment for thirty days, or upon the happening of any of the contingencies as hereinbefore provided.
- 7. That the holder of this mortgage in any action to foreclose it shall be entitled to the appointment of a
- That the mortgagor warrants the title to the premises.
- 9. That the whole of the principal sum shall become due at the option of the mortgagee after default for thirty days in the payment of any installment of any assessment for local improvement heretoiore or hereafter laid which is or may become payable in annual instalments, and which has affected, now affects or hereafter may affect the said premises; that the whole of said principal sum shall become due at the option of the mortgaged upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises; and also that the whole of said principal sum shall become due at the option of the mortgagee upon any default in keeping the buildings on the premises insured against loss by fire as required by paragraph numbered "3" above.
- 10. If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby) to which action or proceeding the holder of this mortgage is made a party or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of five per cent per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the bond which it secures, if any there be. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.
- 11. That the whole of said principal sum shall become due at the option of the mortgagee if the buildings on said premises are not maintained in reasonable good repair, after notice of the condition of the building is