

Said premises are conveyed subject to the right of way referred to in deed of Maud B. Ripley to Oliver D. MacLaughlin, dated November 10, 1928, recorded with Worcester District Deeds, Book 2485, Page 328, if the same affects the locus.

Being the same premises conveyed to grantors by deed of Francis E. Mear and Marjorie N. Mear, dated June 29, 1959, to be recorded herewith.

It is hereby agreed that none of the articles set forth in the paragraph immediately following, shall, during the life of this mortgage, be installed on the mortgaged premises, on which a security interest is to be acquired under the provisions of the Uniform Commercial Code, without permission being first obtained from the mortgagee, its successors and assigns, in writing.

This mortgage includes as a part of the realty all portable or sectional buildings, furnaces, heaters, boilers, heating apparatus, oil burners and attachments thereto, plumbing, air conditioning equipment, ranges, mantels, gas and electric light fixtures, screens, screen doors, awnings, storm doors and windows, and all other fixtures of whatever kind and nature at present contained in said buildings or hereafter placed therein prior to the full payment and discharge of this mortgage.

This mortgage is upon the statutory condition, and upon the further conditions:

*First.* That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank, and shall hold one or more unmatured, paid-up or savings shares in his own name; and that the provisions of Chapter 170 of the General Laws and any amendments thereof shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

*Second.* The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient Funds with which to make said payments; the Mortgagor shall pay to the Mortgagee on the *6th day* of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

*Third.* That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

*Fourth.* That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

In case of a foreclosure sale or assignment by this mortgagee, this grantee is hereby appointed the attorney irrevocable of the grantor to make an assignment of all the Insurance Policies on the buildings on the land covered by this mortgage, or to collect all money due on such Insurance Policy or Policies if the same are cancelled.