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- 18. The holder of this mortgage shall be entitled in the event of other insurance and contribution between the insurers to receive from the insurance moneys to be paid such an amount as would have been payable under the policy or policies held for the mortgagee's benefit in case there had been no contribution.
- 19. 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, and any such sums shall be a lien on said premises, prior to any right or title to, interest in or claim upon the premises attaching or accruing subsequent to the lien of the mortgage, and shall be deemed to be secured by this mortgage and by the note which it secures.
- 20. The mortgagor will exhibit to the mortgagee, upon written request, at the address of the mortgagee hereinabove stated, proof satisfactory to the mortgagee of the payment of all taxes, assessments, water rates and public charges of every nature affecting or which may affect the premises or any part thereof within thirty days after the same shall become due and payable, and, in default thereof, the entire principal sum shall at the option of the mortgagee become due and payable forthwith.
- 21. The mortgagor will receive the advances secured by this mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and that the mortgagor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.
- 22.(a) In the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of the premises or any part thereof, shall immediately surrender possession of the premises so occupied, to the holder of this mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this mortgage a reasonable rental for the space so occupied and in default thereof such occupant may be dispossessed by the usual summary proceedings.