

When recorded, return to:
Rhode Island Housing & Mortgage Finance Corporation
44 Washington Street
Providence, RI 02903

LOAN #: _____ [Space Above This Line For Recording Data] _____

SECOND MORTGAGE DEED AND SECURITY AGREEMENT Spring7500

THIS SECOND MORTGAGE is made this ____ day of _____, _____ between _____

(whether one or more, hereinafter referred to as "Mortgagor") and **Rhode Island Housing & Mortgage Finance Corporation, a Corporation,**

instrumentality and agency of the State of Rhode Island with a mailing address of **44 Washington Street, Providence, RI 02903**

(hereinafter referred to as "Mortgagee") to secure to Mortgagee: (a) the payment of the principal sum of **SEVEN THOUSAND FIVE HUNDRED AND 00/100** dollars (**\$7500.00**), which indebtedness is evidenced by a certain promissory note of even date herewith and all modifications, renewals, extensions, and substitutions thereof (the "Note"); and (b) the payment and performance of all other covenants, agreements, and conditions referred to or contained herein or in the Note;

NOW THEREFORE, Mortgagor does hereby mortgage, grant and convey unto Mortgagee, with Mortgage Covenants upon the Statutory Condition and with the Statutory Power of Sale, the following described premises located at _____

and as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises");

TOGETHER WITH all the buildings and improvements now or hereafter erected on the Premises, and all easements, rights, appurtenances, appliances, and fixtures now or hereafter a part of the Premises, including all replacements and additions thereto;

TO HAVE AND TO HOLD the Premises unto and to the use of Mortgagee, its successors and assigns forever.

A. MORTGAGE COVENANTS. Mortgagor hereby covenants with Mortgagee that Mortgagor is the true, sole and lawful owner of the Premises, is lawfully seized and possessed of the same in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the Premises in manner aforesaid; that Mortgagee shall at all times hereafter, by virtue of these presents, lawfully, peaceably and quietly have and enjoy the Premises; that the same are free from all encumbrances, excepting only the mortgage granted by Mortgagor to

of even date herewith (hereinafter referred to as "Senior Mortgage") and other encumbrances set forth in Exhibit A; and that Mortgagor will warrant and defend the Premises to Mortgagee against the lawful claims or demands of all persons whatsoever, excepting only as aforesaid.

B. MORTGAGE CONDITION. This mortgage is given on the express condition that if Mortgagor shall: (a) pay to Mortgagee all sums due to Mortgagee in the manner and at the time set forth or referred to herein or in the Note; and (b) perform and observe all covenants, agreements and conditions set forth or referred to herein or in the Note on the part of Mortgagor to be paid, performed or observed, then this Mortgage and also the Note shall be and become absolutely void to all intents and purposes whatsoever.



C. ADDITIONAL COVENANTS. Mortgagor hereby consents to, covenants, and agrees to and with Mortgagee to perform and observe the following covenants and agreements:

1. Payment of Debt and Liens. Mortgagor covenants and agrees to pay all indebtedness secured by this Mortgage at the time or times and in the manner specified herein and in the Note; to pay as and when due and payable all sums secured by any other mortgages held by Mortgagee or mortgages permitted hereunder and held by others upon the Premises or any portion thereof; to pay, before accrual of interest or penalty, all taxes, assessments, water and sewer rates, mechanics' liens and other liens and charges of every nature assessed, levied or imposed upon or in respect of the Premises, or any portion thereof, or constituting in whole or in part a lien on the Premises or upon Mortgagee in respect of this Mortgage or the Note, whether under statutes now in force or that may be hereafter enacted; and to pay all other sums hereby secured.

2. Provisions Relative to Senior Mortgage. Mortgagor covenants and agrees to pay all sums secured by and to perform and observe all of Mortgagor's covenants under the Senior Mortgage and any instrument secured thereby; and further covenants and agrees to give Mortgagee notice of all defaults under the Senior Mortgage. Mortgagor covenants and agrees not to do or fail to do anything which results in an increase in the amounts secured by the Senior Mortgage.

3. Occupancy of Premises. Mortgagor covenants and agrees to occupy the Premises as Mortgagor's principal residence in accordance with the requirements set forth in the Senior Mortgage and to continue to occupy the Premises as Mortgagor's principal residence throughout the term of this Mortgage and the Note.

4. Misrepresentations. Mortgagor acknowledges that Mortgagee has relied upon the information, statements, and representations contained in Mortgagor's loan application and upon documents and information submitted in support of the loan application (collectively, the "Loan Documents") in the processing, financing, and granting of the loan evidenced by the Note and this Mortgage. Mortgagor represents that such information, statements, and representations contained within the Loan Documents are true, accurate, and complete, and do not contain any misrepresentations or omissions of material fact.

5. Insurance.

(a) Mortgagor covenants and agrees to keep and maintain insurance against loss by fire, with extended coverage upon the buildings and improvements on the Premises in an amount equal to the full replacement value of said improvements; and that the policy or policies of such insurance shall in case of loss be made payable, subject to the Senior Mortgage, to Mortgagee as collateral security hereto; and does hereby agree that Mortgagee may, at its option, but without obligation so to do, effect new insurance or at Mortgagee's option, insurance in favor of the holder of the Senior Mortgage and of Mortgagee alone, and that the premium or premiums for all such insurance shall be paid by Mortgagor promptly when due. Mortgagor hereby appoints Mortgagee to be the true and lawful attorney, irrevocable, of Mortgagor, in the name and stead of Mortgagor and does hereby agree that Mortgagee may, at its option and subject to the rights of the holder of the Senior Mortgage, but without obligation to do so, demand, adjust, sue for, compromise and collect the proceeds of claims for losses which may occur under any such insurance, give discharging receipts for sums received in settlement of such losses, to reimburse Mortgagee therefrom for all expenses (including reasonable counsel fees) incurred in connection therewith, and apply, subject to the rights of the holder of the Senior Mortgage, the remainder thereof and any unearned premium of or dividend upon any canceled insurance, notwithstanding the claim of any intervening encumbrancer or lien or, at Mortgagee's election, in whole or in part, on account of the indebtedness secured by this Mortgage, whether or not then due, or to the cost of repair or restoration of the Premises.

(b) Mortgagor covenants and agrees to furnish Mortgagee certificates of all renewals of the aforesaid insurance relating to Mortgagor or the Premises not less than twenty (20) days prior to the expiration date of the expiring policies. All policies of insurance shall carry an endorsement requiring at least twenty (20) days written notice to Mortgagee from the insurer or insurers issuing the same prior to their changing or canceling such policy, and Mortgagor hereby agrees to promptly deliver or cause the delivery of any certificate evidencing any such change or cancellation to Mortgagee. All policies of insurance shall provide independent insurance for Mortgagee, and the rights of Mortgagee in the policy shall in no event be subject to adverse effect or diminution by any act or neglect of Mortgagor.

6. Maintenance and Waste. Mortgagor covenants and agrees to keep the buildings and improvements on the Premises in good condition and repair and not to cause or permit strip or waste, major alteration, demolition, or removal of any part thereof without the prior written consent of Mortgagee and to permit Mortgagee, and the officers, agents and servants of Mortgagee to enter upon the Premises at all reasonable times to view and inspect the same. If Mortgagor shall fail to keep the Premises in good repair, Mortgagee may, at Mortgagee's option, but without obligation so to do, repair the same at the expense of Mortgagor. Any expense incurred by Mortgagee in completing such repairs shall be deemed a payment subject to reimbursement under paragraph 8 hereof and shall be repaid and shall be secured as provided therein.

7. Escrow of Taxes and Insurance Premiums. Upon written request of Mortgagee, Mortgagor covenants and agrees to pay to Mortgagee monthly, in addition to all sums called for by the Note, such sum as shall, from time to time, in the estimation of Mortgagee, be equal to one-twelfth of the annual taxes to be assessed upon the Premises and/or premiums to be paid for insurance required hereunder. Such sums shall be applied by Mortgagee to the payment of such taxes and/or insurance premiums, but if default be made in any payment required by said Note, such sums or any part thereof may, at the option of Mortgagee, be applied against the indebtedness hereby secured. If Mortgagee shall be furnished evidence satisfactory to it that the holder of the Senior Mortgage is collecting sufficient sums to pay annual taxes and insurance premiums, then Mortgagor shall not be required to pay Mortgagee any additional sums otherwise required under this paragraph.

8. Reimbursement. Mortgagee may at Mortgagee's option, but without obligation so to do, make any payment which, under the provisions hereof or the Note, is the obligation of Mortgagor and is not paid by Mortgagor when due.



Mortgagor covenants and agrees that all amounts advanced by Mortgagee therefor shall be repaid by Mortgagor upon demand, and until repaid may, at the option of Mortgagee, be added to the Note and be a further lien upon the Premises and secured by this Mortgage.

9. Compliance with Laws, etc. Mortgagor covenants and agrees to comply with (a) all present and future laws, regulations and other requirements of every governmental body having jurisdiction over the Premises or the use or occupation of the improvements thereon, and (b) all terms, covenants and conditions of all instruments of record affecting the Premises, noncompliance with which may affect the security of this mortgage or impose any duty or obligation upon the Mortgagor or Mortgagee.

10. Prohibition Against Sale, Encumbrances, etc. Mortgagor covenants and agrees not to make, directly or indirectly, any mortgage, pledge, hypothecation, sale, assignment or other transfer of the Premises or any part thereof without the prior written consent of the Mortgagee. If all or any part of the Premises is sold or transferred without Mortgagee's prior written consent, Mortgagee may invoke its remedies in accordance with Section G.

11. Payment of Costs and Expenses. Mortgagor covenants and agrees to pay all reasonable costs, fees and expenses (including reasonable counsel fees) suffered or incurred by Mortgagee in the enforcement, exercise or defense of the rights or powers of Mortgagee hereunder, including without limitation, the making of repairs as aforesaid, the collection of the indebtedness hereby secured, and the making of the loan evidenced by the Note.

12. Absence of Waiver; Definitions. Mortgagor covenants and agrees that no waiver, forbearance, extension of time or indulgence shown by Mortgagee to Mortgagor or to any other person now or hereafter interested herein or in the Premises or in the Note with respect to any or any combination of conditions, covenants or agreements on the part of Mortgagor to be paid, performed or observed as set forth or referred to herein or in the Note shall affect the right of Mortgagee thereafter to require payment, performance or observance of the same or of any other covenant, condition or agreement. The term "Mortgagor" wherever used herein shall be construed to mean, and the provisions hereof shall bind, the party or parties herein above named as "Mortgagor" whether one or more, and if more than one, jointly and severally, and also, where context permits, his, her, its or their respective heirs, executors, administrators, successors and assigns, as the case may be, and that such term and any pronoun or verb referring thereto or to Mortgagee shall be construed in the singular or plural and gender as accords with said party or parties. The term "Mortgagee" wherever used herein shall be construed to mean the party or parties herein above named as Mortgagee, and its or their respective successors and assigns. All rights and powers of Mortgagee hereunder may be exercised by any subsequent holder of this mortgage.

D. ASSIGNMENT. As additional security for the payment and performance of the obligations of Mortgagor hereunder, Mortgagor hereby assigns to Mortgagee subject to the Senior Mortgage all rents due and to become due in the future from occupants of the Premises or any part thereof under any existing or future lease or tenancy, hereby constituting and appointing Mortgagee the attorney or attorneys of Mortgagor to sue for and collect the same at any time and from time to time when a default exists hereunder, and further assigns to Mortgagee all rights and claims to compensation for the taking of title to, possession of, or any interest in, the Premises or any part thereof by exercise of the power of eminent domain.

E. FREE CHOICE OF INSURER. Subject to the rights of Mortgagee under Section 27-29-4(9) of the General Laws, Mortgagor is hereby notified that Mortgagor has the right of free choice in the selection of the agent and insurer through or by which insurance required in connection with this loan is to be placed.

F. NOTICES. All notices given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. Any notice to Mortgagor in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by United States certified or registered mail. Notice to any one Mortgagor shall constitute notice to all Mortgagors unless applicable law expressly requires otherwise. The notice address shall be the address of the Premises unless Mortgagor has designated a substitute notice address by notice to Mortgagee. Mortgagor shall promptly notify Mortgagee of Mortgagor's change of address. Mortgagor may only have one designated notice address under this Mortgage at any one time. Any notice to Mortgagee shall be given by mailing it by United States certified or registered mail to Mortgagee's address stated herein unless Mortgagee has designated another address by notice to Mortgagor. If any notice required by this Mortgage is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Mortgage. Notice shall be considered delivered upon deposit in the United States mail.

G. MORTGAGOR DEFAULT; REMEDIES. If Mortgagor shall default in the performance and observance of any of the covenants and agreements contained in this Mortgage, Mortgagee shall give Mortgagor notice of the default prior to acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given within which Mortgagor must cure the default. If Mortgagor fails to cure the default on or before the date specified in the notice, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor, including the STATUTORY POWER OF SALE, and sell the Premises in accordance with applicable law.

H. POWER OF SALE ON DEFAULT. This mortgage is upon STATUTORY CONDITION and upon the further condition, that all covenants and agreements on the part of the Mortgagor contained or referenced herein, in the Note or the Senior Mortgage shall be fully kept and performed, for any breach of which, Mortgagee shall have the STATUTORY POWER OF SALE. Mortgagor agrees, to the extent that it may lawfully so agree, that if default shall occur hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisal, valuation, stay, extension, redemption, moratorium or marshaling laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, of the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof.

I. TERMINATION OF RESTRICTION. To the extent applicable, in the event of foreclosure or deed in lieu of foreclosure of Senior Mortgage or assignment of Senior Mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Premises or otherwise



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restricting Mortgagor's ability to sell the Premises shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Premises through a foreclosure deed or deed in lieu of foreclosure of Senior Mortgage shall receive title to the Premises free and clear from such restrictions.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any Rider executed by Mortgagor and recorded with it.

In the presence of:

WITNESS

(Seal)
DATE

(Seal)
DATE

State of RHODE ISLAND
County of _____

In _____ (city) in said County on the _____ day of _____, _____, before me personally appeared _____, each and all to me known, and known by me to be the party(ies) executing the foregoing instrument, and he/she/they acknowledged said instrument, by him/her/ them executed to be his/her/their free act and deed.

Signature of Notary, Title

Lender:
NMLS ID:
Loan Originator:
NMLS ID:

