

MORTGAGEE CLAUSE

LOSS (IF ANY) UNDER THIS POLICY, ON BUILDINGS ONLY, SHALL BE PAYABLE TO THE MORTGAGEE(S), IF NAMED AS PAYEE(S) ON THE FIRST PAGE OF THIS POLICY, AS MORTGAGEE(S) UNDER ANY PRESENT OR FUTURE MORTGAGE UPON THE PROPERTY DESCRIBED IN AND COVERED BY THIS POLICY, AS INTEREST MAY APPEAR, AND IN ORDER OF PRECEDENCE OF SAID MORTGAGES. (A) THE TERMS "MORTGAGE", "MORTGAGEE" AND "MORTGAGOR" WHEREVER USED IN THIS RIDER SHALL BE DEEMED TO INCLUDE DEEDS OF TRUST AND THE RESPECTIVE PARTIES THERETO. (B) THIS INSURANCE, AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN, SHALL NOT BE INVALIDATED BY ANY ACT OR NEGLIGENCE OF THE MORTGAGOR OR OWNER OF THE DESCRIBED PROPERTY, NOR BY THE USE OF THE PREMISES FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY. (C) ANY MORTGAGEE WHO SHALL HAVE OR ACQUIRE KNOWLEDGE THAT THE PREMISES ARE BEING USED FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY OR THAT THE PREMISES HAVE BEEN VACANT OR UNOCCUPIED BEYOND THE PERIOD PERMITTED BY THIS POLICY, SHALL FORTHWITH NOTIFY THIS COMPANY THEREOF AND SHALL CAUSE THE CONSENT OF THE COMPANY THERETO TO BE NOTED ON THIS POLICY; AND IN THE EVENT OF FAILURE SO TO DO, ALL RIGHTS OF SUCH MORTGAGEE HEREUNDER SHALL FORTHWITH TERMINATE. (D) IN CASE THE MORTGAGOR OR OWNER SHALL FAIL TO PAY ANY PREMIUM DUE OR TO BECOME DUE UNDER THIS POLICY, THE MORTGAGEE HEREBY COVENANTS AND AGREES TO PAY THE SAME ON DEMAND. THE MORTGAGEE ALSO COVENANTS AND AGREES TO PAY ON DEMAND THE PREMIUM FOR ANY INCREASED HAZARD FOR THE TERM OF THE EXISTENCE THEREOF. (E) THIS COMPANY SHALL NOT BE LIABLE TO THE MORTGAGEE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT HEREBY INSURED SHALL BEAR TO THE WHOLE INSURANCE COVERING THE PROPERTY AGAINST THE PERIL INVOLVED, UNDER POLICIES ISSUED TO, HELD BY, OR PAYABLE TO THE MORTGAGEE, WHETHER COLLECTIBLE OR NOT. (F) THE POLICY PROVISIONS RELATING TO "MORTGAGEE INTERESTS AND OBLIGATIONS" ARE SPECIFICALLY REFERRED TO AND MADE A PART OF THIS RIDER.