

or assigns, and may be evidenced by the execution of a new note or note in place of said original note or on other maturity, for the amount of the debt then unpaid and payable hereunder, and for which this mortgage is and shall be a continuing security until paid, whether said debt be evidenced by said original note above described or any renewals or extensions thereof, and which said note the party of the first part hereby agrees to pay on the maturity thereof, then these presents and every thing herein contained shall be void, anything herein contained to the contrary notwithstanding, and it is hereby mutually covenanted and agreed between the parties hereto that if default is made in payment of said sum of money or any part thereof or the interest thereon, according to the tenor and effect of said note, or when the same becomes due and payable, or upon failure to conform to or comply with any of the conditions and agreements herein mentioned, then the whole sum of money hereby secured shall, at the option of the party of the second part or the legal holder, or holder of said note or note, become due and payable at once, without notice, and it is further agreed that in case of sale or deposit or attempt to sell or dispose of the goods and chattels hereby mortgaged, or a removal of, or attempt to remove, the same from the premises aforesaid, or an unreasonable depreciation in value, or if from any other cause the security shall become inadequate, or the party of the second part shall deem itself insecure at any time before said indebtedness is fully paid, within the same term or not, then and therefore it shall be lawful for the said party of the second part, its successors or assigns, or its authorized agent, to enter upon the premises of the said party of the first part, or any other place or places wherein said goods and chattels or his stock aforesaid may be, to remove and dispose of the same as aforesaid without resort to law, and without appraisement or notice (all right of redemption, appraisement and notice of foreclosure required by law being hereby expressly waived), and all the equity of redemption of the said party of the first part, at public auction or private sale, to the person or persons who shall pay the highest price for the same, and out of the avails thereof to retain the full amount of said obligation, with the interest thereon according to the conditions stated, together with all reasonable costs and expenses attending the same, rendering to said party of the first part, or his legal representative, the surplus money, if any there shall be, any thing herein to the contrary notwithstanding, and until default be made, as aforesaid, or until such time as the said party of the second part shall deem itself insecure, as aforesaid, the said party of the first part to continue in the peaceable possession of all said goods and chattels, all of which in consideration thereof agreed, shall be kept in as good condition as the same now are, and taken care of at his own proper cost and expense; and upon any loss or failure of said first party as to it, then said second party, its successors or assigns, may, save the same to be done, and for all expense so incurred, and same expended this obligation shall be a continuing