

heirs or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 8 per cent. per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Fourth - the first party will keep all buildings, fences and other improvements on said real estate in good repair, will permit no waste nor cut any timber except for clearing fields, fencing and fuel used on said premises.

Fifth - That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands, insured against fire in the sum of \$10,000, in some responsible Insurance Company, approved by second party, payable to the mortgagee or assigns; the mortgagee agreeing in case of fire to devote the whole proceeds of such insurance to rebuilding buildings, on said land, the said mortgagee, his heirs or assigns, holding the said proceeds in trust until the buildings are rebuilt and paid for; or if first party prefer, said proceeds may be credited by second party on the principal sum, as of date of maturity of next interest payment.

In case of failure to insure as agreed and deliver the policies to the mortgagee herein, second party may procure such insurance and collect the cost thereof, together with 8 per cent. interest from first party, and this mortgage shall stand as security therefor.

And it is expressly agreed: that if first party shall fail to pay said sums of money, either principal or interest within thirty days after the same becomes due, or fail to perform, any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed for the whole of said money, interest and cost, and said second party, or assignee, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to the possession of the above described premises, and receive and collect the rent, or, if he so elect upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, rent the same and collect the rents thereof, under the direction of the court, without the usual proofs required by statute or law; it being agreed between the parties hereto, that the allegations of the petition as to any default in performance of any agreements contained in this mortgage, to be by first party performed, together