

percent per annum and in accordance with the one promissory note of the said mortgagors of even date herewith.

Second - That in case of default in payment of said note or interest or of any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or his assigns, interest at the rate of 8 percent per annum, semi annually on said principal note from the date thereof to the time when the money shall be actually paid.

Third - That first party will pay all the taxes and assessments levied upon said real estate, and also all the taxes assessed against the second party or his assigns on the note ^{or debt} secured hereby before the same become delinquent; also all liens, claims, adverse titles, and encumbrances on said premises; and if any of said taxes, assessments, liens 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 percent 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.

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 and 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 assigns, 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 proof 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 agreement contained in this mortgage, to be by first party performed, together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the court to appoint a receiver without other proof than the agreements contained herein.