at the rate of ten per cent per annum, computed semi-annually on said principal note or notes, from the date thereof, to the time when the money shall be actually paid; and any payments made on account of interest shall be credited in said computation, so that the actual amount of interest received shall be and not exceed ten per cent, computed semiannually, as aforesaid.

It is hereby agreed, that if any action be brought for any amount due and unpaid upon said note or notes, or by virtue of any of the provisions of the mortgage, or to enforce the same, the second parties or their assigns shall be entitled to the rents and profits of said premises from the time of bringing such action, and as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs. And it is further distinctly agreed that in case the holder or holders of the note or notes secured by this mortgage shall at any time institute proceedings in any court having jurisdiction thereof to foreclose this mortgage, he or they shall be entitled to recover a reasonable attorneys fee in addition to the other amounts secured by this mortgage, which sum shall be and become an additional lien on said premises, secured by this mortgage and included in any decree of foreclosure rendered thereon.

And said party of the first part, for the consideration aforesaid, hereby expressly waives the appraisement of said real estate and all benefits of the homestead and stay laws of said Territory.

The first parties represent themselves of lawful age and competent to convey.