And Whereas, the said Cassidy-Southwestern Commission Company is organized and incorporated for the purpose of selling live stock on commission, and makes this loan in furtherance of such business, it is hereby agreed that the Mortgagor shall ship and consign to the Mortgagee during the next ensuing six months as many as 142 head of cattle for sale, and pay the said Mortgagee for selling the same a commission of 50 cents per head thereon, and if the Mortgagor fails to ship said number of cattle to some one of the Mortgagee's offices, then said Mortgagor shall pay an amount equal to said commission as liquidated damages, the same to become due and payable at the time of the maturity of the last note mentioned herein. This mortgage shall operate also as security for said commissions, and such future advances, if any, as the said Mortgagee may make hereunder at the Mortgagor's request or for the benefit or preservation of the property mortgaged.

Upon the payment of said promissory note or notes, with interest thereon accrued, said commissions and any such future advances, together with the expenses incurred in executing the provisions of this mortgage, being well and truly made, then this instrument is to become void; this loan being made upon the faith and credit of the statements herein contained; but should any of the agreements or conditions of this instrument be broken or violated, or representations or statements be ascertained to be untrue, or if the property or security, or the value thereof, be impaired by neglect or otherwise at any time, or upon failure to pay said note or notes or either of them at maturity, and the said commission or any future advances, as herein provided, then, in either event, the whole of the above mentioned indebtedness may become due and payable instanter, at the option of said Grantee or the holder of said note or notes; or in the event said property should at any time be seized or about to be seized, sold, taken or removed by any other party under any claim whatever, whether said indebtedness be due or not, then the said mortgagee, its assigns or agents, is then or at any time thereafter authorized and empowered to seize and take into his or their possession all or any part of said property, and sell the same at either public or private sale, as may seem for the best interest of the parties hereto; or may in any such events, sell said property in the manner herein provided, without seizure or taking possession of the same; any sale hereunder shall be for cash and at such time and place as said Mortgagee, its agents or assigns, shall elect; if a public sale is made, it shall be only after giving ten days' notice of the time and place of same, by posting a written notice thereof at the Court House door of the County in which the property is located, and by posting notice also at the place of sale; such sale may be adjourned from time to time, as to the person conducting same may seem expedient; if a private sale is made, no notice of any kind need be given; the mortgagee, its assigns or agent, may buy the said property, being the highest bidder therefor, and may in the name of the Mortgagor and for him or them make and deliver to the purchaser or purchasers, a formal bill of sale for the same (but no bill of sale shall be necessary), and shall receive and receipt for the purchase money and apply the same to the payment of said note or notes, interest thereon, the commission and any future advances as aforesaid, attorneys fees and expenses of said sale, and hold the remainder, if any, subject to the order of said Mortgagor; and any sale made and bill of sale given hereunder shall be deemed valid, and be supported by the presumption that all the prerequisites to a valid sale were complied with. In order to resist any claim or encumbrance on, or to get possession from any person who may seize or have possession of said property, and otherwise protect its rights therein, said Mortgagee, its assigns or agent, is fully authorized to institute and prosecute any suit or other legal proceedings, in its own name or the name of the Mortgagor, and pay all legal and other necessary expenses or costs, including attorney's fees, out of the proceeds of said property when sold; and in case the holder of said note or notes shall place this mortgage or any or all of said notes in the hands of an attorney for collection, or if suit is brought thereon, then there shall accrue ten per cent attorney's fees on the amount unpaid hereunder, which shall be added to the debt hereby secured.

This mortgage shall remain in force until all of said indebtedness is paid, whether the same be evidenced by the original notes or renewals for the whole or any part of said amounts, and any other mortgage as additional