

by the court to take possession and control of the premises, provided however, that the same and collect the same, through, under the direction of the court without the usual costs, expended by either or both, it being agreed between the parties hereto, that the validity of the petition as to any objection, payment or any agreement contained in the mortgage, to be by first party, performing 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 agreement contained herein.

The amount is collected by such receiver is to be paid under the direction of the court to the payment of any judgment rendered or amount owed due to the inclosure of the mortgage and said party further agrees to agree that on or before the 1st day of September, 1880, he shall pay to the plaintiff or work in accordance hereto, five dollars as an attorney fee, in addition to all other legal costs, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises thereof in the mortgage and the amount thereof shall be secured in said foreclosure suit and included in any judgment or there contained in any return thereon.