

semi-annually, or said principal note from the date hereof to the time when the money shall be actually paid.

THIRD: That first party will keep the buildings on said premises insured against loss by fire and wind-storms in responsible insurance companies, satisfactory to second party, to the amount of \$....., with second party's form of assignment attached, making said insurance payable in case of loss to H. V. Wheeler, or assigns, as his interest may appear, and deliver said policies and renewals to the said second party to be held by him until this mortgage is fully paid. In case of failure to keep said buildings so insured the holder of this mortgage may effect such insurance and the amount paid therefor shall be collectible with the notes herein, with interest at 10 per cent per annum, and this mortgage shall stand as security therefor.

Now, if said first party shall pay or cause to be paid the said sums of money, with interest thereon, according to the terms of said note or notes and coupons, then these presents shall be void and said premises shall be released at the cost of the party of the first part. But if said sum of money or any part thereof, or any interest thereon is not paid when due and payable, or if any taxes or assessments levied against said property or said second party, or assigns, or charges for insurance, are not paid when the same are due and payable, or on failure to furnish insurance as herein agreed then in either of these cases the said principal note or notes with the interest thereon, shall, and by this mortgage does, immediately become due and payable at the option of the second party, or assigns, to be at any time thereafter exercised without notice to the party of the first part, and this mortgage shall then be absolute and may be at once foreclosed. But the legal holder of this mortgage, may, at his option, pay such of said taxes, assessments or charges for insurance, due and payable as herein set forth, as the party of the first part shall neglect or refuse to pay and charge them against said party of the first part, and the amount so charged, together with interest at the rate of ten per cent per annum payable semi-annually, shall be an additional lien upon the said mortgaged property, and secured by this mortgage; and the said mortgagee, or his assigns, may immediately cause this mortgage to be foreclosed, and shall be entitled to ^{the} immediate possession of the premises and the rents, issues and profits thereof.

IT IS HEREBY AGREED, That in case of default in payment of any sums herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, or assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note or notes, from the date hereof to the time when the money shall be actually paid.

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 this mortgage, or to enforce the same, the second party, or his 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 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 attorney's 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 first party, for the consideration aforesaid, hereby expressly waives the appraisement of said real estate and all benefits of the homestead and stay laws of said State.

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