

that they have good right to mortgage the same; that said premises are clear of all incumbrances; and that they will forever warrant and defend the title to the same against all lawful claims.

SECOND. That said first parties will pay to the said second party, or to her order, the said sum of Three Thousand Dollars (\$3000.00 with interest thereon from the 24th day of October, 1922, until paid, at the rate of ten (10%) per centum per annum, in accordance with four (4) certain promissory notes of even date herewith, executed by the said notes being for the sum of Seven Hundred and Fifty dollars (\$750.00) and being payable respectively on the 24th days of January May, August, and October, in the year 1923; and all bearing interest from date until paid at the rate of ten per centum (10%) Per annum.

THIRD. That, during the continuance in force of this mortgage, the said first parties will pay all taxes, charges or assessments general or special that may be by law levied upon the above described property, when and as the same shall become by law due and payable, and that they will keep said property free from mechanic's liens and all other liens and that they will at all times preserve and protect the security hereunder against any and all adverse superior or intervening claims or interests.

FOURTH. That the said first parties will, at all times, maintain insurance upon the buildings upon said premises against loss by fire, lightning and wind storms in an aggregate amount of not less than Eight Thousand Two Hundred dollars (\$8200.00) and upon the above described personal property in such amount as may be had, and will at once deliver to the said second party all policies covering such insurance properly assigned to said second party as collateral and additional security for the aforesaid debt, interest and all sums hereby secured, and will so maintain such insurance until the said debt and interest are paid; that, if default is made by said first parties in maintaining said insurance as above provided, the said second party may so insure and reinsure said property for the protection and security of said indebtedness.

FIFTH. That, in case said first parties shall make default in any one or more of the covenants and agreements above set forth, then the said second party, her heirs or assigns, may pay such taxes and assessments and effect such insurance and protect the title to said property against adverse claims and liens, and pay the costs thereof, and the amount so expended therefor, with interest at the rate of ten per centum (10%) per annum on sums paid for such taxes, assessments, insurance protection of title and discharge and release of liens, and for costs thereof, from the date or dates of such expenditure until paid, shall be secured by this mortgage, but the said second party shall be under no obligation to pay such taxes and assessments to effect such insurance, or to protect said property from adverse claims or liens.

SIXTH. That, if the said first parties shall fail to pay any of said money, either principal or interest, whenever the same becomes due, or to comply with any of the covenants and agreements contained in this mortgage, then the whole sum of money herein and hereby secured may, at the option of the holder or holders of the notes hereby secured and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money then remaining unpaid, and the said second party, her heirs and assigns, or any legal holder of said notes, shall, immediately upon the filing, in the proper court, of a petition for the foreclosure