

valuation, to the mortgagor, -----heirs and assigns; and in case of any failure to keep or continue such insurance and to deliver the same as above provided, or in case any such taxes or assessments remain unpaid after the expiration of the time in which they are due and payable, the said part--- of the second part,----- heirs or assigns may effect an insurance upon said building or buildings to the amount above named and may pay such taxes and assessments with accrued interest, officers' fees and expenses thereon and the amount or sums so paid shall be immediately paid to the said part--- of the second part, -----heirs or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the money secured hereby, together with interest thereon at the rate of ten per cent. per annum, and form a lien upon the premises so described.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Samuel J. Tanner party of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said parties of the second part, their heirs or assigns, the sum of Sixty and no/100 Dollars, according to the conditions of ----- certain promissory notes bearing even date herewith executed by the said Samuel J. Tanner party of the first part to the said parties of the second part, and shall moreover keep such buildings insured as above mentioned and keep the policy or policies thereof assigned, as aforesaid, and shall pay all taxes and assessments herein above referred to, as afore said, then these presents and the said note shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance premiums, taxes or assessments), at the time or times when the same shall become due, or the failure to perform any of the covenants or agreements by said party of the first part to due, or the failure to perform any of the covenants or agreements by said party of the first part to be kept and performed, then in such case, or in either case, the whole amount of said principal sum shall, at the option of the said parties of the second part, their heirs or assigns be deemed to have become due and payable without any notice whatever, and the same, together with all sums of money which may be or have been paid by the said parties of the second part, their heirs or assigns for or on account of insurance, taxes or assessments, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur as aforesaid; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid for, on account of, insurance, taxes or assessments, with interest at the rate aforesaid; and it shall be lawful in such case, or in either case, for the said parties of the second part, their heirs or assigns to grant, sell and convey, the said real estate with the appurtenances thereunto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, his, her or their assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said party of the first part for his heirs, executors, administrators or assigns, covenants and agrees that he will pay to the said parties of the second part, their representatives or assigns all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs in such suit a reasonable sum of money as solicitors' fees, to be included with the expenses above mentioned, in the judgment or decree.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal this 4 day of Oct A. D. 1922.

S. J. Tanner  
Mrs. S. J. Tanner