

and assigns, the principal sum of One Thousand Dollars, according to the terms and conditions of the one promissory note, made and executed by Lena N. Mears, nee Steele and Frank Mears, parties of the first part, bearing even date herewith, with interest thereon, which interest is evidenced by coupon interest notes thereto attached.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

FIRST. The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least - - -Dollars, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

SECOND. A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectable, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

THIRD. All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first parties, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage, and it is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, by the second party, shall not be construed or held to be a waiver of default as herein provided or prevent the holder hereof from declaring the entire debt secured hereby, due and payable and foreclosing this mortgage whether said insurance premiums or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided.

FOURTH. And in case of foreclosure hereof said first parties hereby agree to pay the sum of One Hundred Dollars attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

FIFTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said parties of the first part hereby assign