

shall fall due, and will pay all taxes and assessments against said land and premises before the same shall become delinquent; and will not suffer or permit any waste upon said premises; the buildings and other improvements thereon or to be erected thereon shall by the mortgagor be kept in good repair and shall not be destroyed or removed without the consent of the mortgagee; such buildings shall be kept insured against loss by fire and storm in the sum of \$3250.00, in companies and upon forms satisfactory to, and for the benefit of, the mortgagee; all insurance the mortgagor may have or procure on said premises shall be promptly assigned to the mortgagee; this mortgage shall be a first lien upon all insurance held by the mortgagor upon said premises, whether the policies therefor are assigned or not, until said note has been paid, all of said policies to be delivered to the mortgagee; if the title to said premises be transferred by the mortgagor, the mortgagee is authorized, as agent of the mortgagor, (but without responsibility for failure so to do), to assign such insurance to such transferee; and to furnish to mortgagee evidence of the payment, before delinquent; of all sums herein agreed to be paid to others than the mortgagee.

The mortgagee may immediately upon, or at any time after default in the performance of the covenants of the last preceding paragraph, pay any taxes or assessments levied against said premises or any part thereof, or that under the law, may become a lien or charge thereon, or any sum necessary to preserve the priority of the lien of this mortgage, or to protect the rights of the mortgagee, including such insurance, and recover the same, either in a separate action or at the time of the collection of said note, with interest at the rate of ten per cent. per annum, computed semi-annually, until paid, and any such payment so made shall be secured by the lien of this mortgage, the mortgagor, further more, promising and agreeing to pay the same.

In event and as often as any action to foreclose the lien of this mortgage shall be filed, the mortgagee may recover from the mortgagor, an attorney fee equal to ten per cent. of the total amount for which such action is commenced, and in no event less than Fifty (\$50.00) Dollars, which shall be due upon the filing of the petition in foreclosure; such attorney fee being secured by the lien of this mortgage, and the mortgagor promises to pay such attorney fee, together with all costs, including expense for abstract, for examination of title and preparation for foreclosure. If the mortgagee is made defendant in any suit to enforce any other mortgage or lien upon said premises than this mortgage, the mortgagee shall be entitled to have and recover a reasonable attorney fee as a part of the cost and expense of defending such suit, which shall be a further lien upon said premises and shall be enforceable and collectible in such suit or any other proper suit.

In event any suit or suits are filed in any court for possession of said premises or any part thereof, or in any way asserting or claiming any right, title, interest or lien thereto or thereon, superior or prior to the estate of the mortgagee hereby purported to be mortgaged, and being the entire fee simple estate in said premises; and in event any defect or other outstanding claim should develop or become apparent in the title to said premises, which is likely to affect the lien or security of this mortgage, then, to protect the lien of this mortgage, the mortgagee may, at its option, defend against such suit or claim, or purchase such outstanding claim or title, or do both such things, paying or incurring liability therefor and on account thereof, such sums as may be necessary or reasonable, including reasonable attorneys' fees to attorneys employed for any such purpose or purposes; and any and all such sums as may be reasonably necessary, paid, or incurred to defend, settle or compromise any such suit or claim, and to purchase such outstanding claim and to do either or both such things, shall be added to the amount secured by this mortgage and constitute a part of the debt hereby secured and shall be a