

until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third. In the event said parties of the first part fail to insure said buildings or to pay the taxes and assessments on the land before delinquent, then party of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of ten per cent per annum, payable semi-annually.

Fourth. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fifth. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein continued, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be foreclosed accordingly. It is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, as provided in paragraph three of this mortgage, shall not be construed or held to be a waiver of default as here in 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. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

Sixth. 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, and all money paid by second party for insurance, taxes and assessments upon the property herein described.

Seventh. Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of three Hundred and no/100 DOLLARS, which this mortgage also secures, to become due and payable when suit is filed, and they do hereby expressly waive the appraisal of said real estate.

Eighth. It is further agreed that in the event any of the land hereinabove described is sought to be used by virtue of the law of eminent domain or for public purposes under any law authorizing the appropriation of private property for public purposes, the said parties of the first part, their administrators, executors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain, or any attempt to purchase or appropriate said property, or any part thereof, and agree and direct that all condemnation or purchase money which may be agreed upon or which may be found to be due, shall be paid to the party of the