

assignor or assignee may does and their mortgage shall stand security for any amount so expended by said second party in the interest of the rate of eight per cent per annum. Now, if the assignor shall ^{pay} himself and truly rightly the said first party, then the property hereinbefore conveyed shall be released on the cost of the said first party, but if said first party or assignor shall fail to pay either principal or interest within the same becoming due (or any moneys given as evidence of instant or any opening of the time of payment of the debt herein secured within the same shall be due) or shall permit or suffer in whole or in part to become unpaid, promised or paid to, namely, within any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second party and assignor or assignee without notice, and this mortgage may be foreclosed at once for the whole of said money, interest and costs, including a reasonable attorney's fee, to become due upon institution of any suit for foreclosure, but to be secured by this mortgage and included in any decree of foreclosure rendered thereon, and said second party or any legal holder of said institution, shall at once be entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and the occupier or occupant of said mortgaged premises shall pay out to the owner of said and assignor or assignee only, or said second party or assignor shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the income and profits thereof to said debt, interest and costs.

It is the intention of the parties to this contract to conform strictly to the laws of California, relating to mortgages, and the said assignor shall be entitled to all the interest thereon, and, if for any reason any greater amount is received or collected at any time before the final payment and discharge of the debt, the same shall be credited to them as of the date it was received or collected.

In witness whereof the said first party hereunto set their hands and seals, the day and year herein first above written:

Edward W. Jones, (s)
notary in and for