or in any wise appertaining forever and warrant the title to the same.

Provided always, and these presents are upon this express consideration that, whereas, said party of the first part has this day executed and delivered five certain promissory notes in writing to said party of the second part;

(a) One note being for one thousand ($1,000.00) dollars, payable one year after date with interest at the rate of six per. cent (6%) per annum, payable semi-annually.
(b) One note for one thousand ($1,000.00) dollars, payable two years after date, with interest at the rate of six per cent (6%) per annum, payable semi-annually.
(c) One note for One thousand ($1,000.00) dollars, payable three years after date ~~with~~ interest at the rate of six per cent (6%) per annum, payable semi-annually.
(d) One note for one thousand ($1,000.00) dollars, payable four years after date, with interest at the rate of six per cent (6%) per annum, payable semi-annually.
(e) One note for six thousand ($6,000.00) dollars, payable five years after date with interest at the rate of six per cent (6%) per annum, payable semi-annually.

It is expressly, mutually stipulated and agreed as follows:

First. Said party of the first part agrees to at once insure the building upon said premises against loss by fire in the amount of Ten thousand ($10,000.00) dollars in reputable insurance companies, and to at once deliver the insurance policies to said party of the second part with a "loss payable clause", payable to the said party of the second part.

Second. The said party of the first part agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate, or to protect the rights of the mortgagee herein, in the title to or possession of said real estate, that it will pay an attorney's fee, to be fixed, determined, and allowed by the court and the payment thereof shall also be secured by this mortgage. Now, if said party of