

improvements on said property shall be kept by the mortgagors in as good state of repair as the same are at this time, ordinary wear and tear excepted, and that no waste shall be committed or permitted, and that the premises shall not be used to any illegal purposes.

SAID MORTGAGORS FURTHER EXPRESSLY AGREE that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same as hereinabove provided, attorneys fees of \$50.00 will be paid to said mortgagee. Said fee shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises, and the amount thereof shall be recovered in such foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

That upon the institution of proceedings to foreclose this mortgage, the proper plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession of and exercise control over the premises described herein, and to collect the rents and profits thereof under the direction of the Court, and any amount so collected by such receiver shall be paid in to the Clerk of the Court for the satisfaction of any judgment rendered or amount found due upon the foreclosure of this mortgage.

A breach of any of the conditions of this mortgage shall be construed as a forfeiture thereof and immediately upon such breach the mortgagee may at its option, institute foreclosure proceedings and sell the real estate above described to enforce the payment of the indebtedness indicated above and whatever interest may be due thereon.

Should said mortgagors pay or cause to be paid to said mortgagees, its successors or assigns, said sums or money specified in the above described notes, together with any interest that may be due thereon, and should said mortgagors keep and perform during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect.

But if default be made in the payment of any of said notes when due or in case of default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all the interest that may be due thereon, may, at the option of the mortgagee and without notice be declared due and payable at once, and this mortgage may thereupon be foreclosed to enforce the payment of such notes, including costs, charges and fees herein mentioned or contemplated and the mortgagee, upon the filing of a petition for the foreclosure of this mortgage, shall be entitled to the immediate possession of the above described premises.

Said mortgagors waive notice of election to declare the whole debt due at above provided, and also the benefit of stay, valuation and appraisement laws. All of the covenants agreements and terms contained herein shall be binding on the mortgagee, their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses:

Peggy Newton,
C. H. Howard

Daniel Childers
Mildred Childers
I hereby certify that I received \$22 and issued
Receipt No. 2 therefor in payment of mortgage
tax on the within mortgage
Dated this 6 day of Nov 1927
WAYNE L. ECKLEY, County Treasurer
[Signature]