

property, even though the aggregate exceeds the above amount, shall be assigned to the holder hereof as additional security, and in case of loss under any policy the holder may collect all moneys payable and receivable thereon, and apply same to payment of the indebtedness hereby secured, or may elect to have the buildings repaired or replaced. In case of failure, neglect, or refusal to procure and maintain such insurance, or to deliver the policies to the holder hereof, the holder may, at its option, without notice, declare the whole debt hereby secured due, and foreclose, and may whether such declaration be made or not, insure or reinsure and pay premiums, and amounts to paid shall be immediately repaid with interest at 10 per cent per annum from date of such payment and be secured hereby.

Sixth: That in case the first party shall fail to pay off any liens, charges, or encumbrances, upon said real property, by virtue of which any party may claim priority over the lien of this mortgage, then the second party may pay, discharge and remove such liens, charges, or encumbrances, whether same may prove to be in fact prior to the lien of this mortgage or not; and first party shall immediately repay to second party all sums expended therefor, and all costs and expenses in connection therewith, including any expenses incurred in litigation or otherwise, in order to protect the lien of this mortgage, together with attorney's fees, abstract of title to said premises, and expenses of investigation in connection therewith, with interest thereon at ten per cent per annum from date of payment; and all sums so paid shall be an additional lien and charge upon said property, secured by this mortgage.

Seventh. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent per annum, and if any charges be made, or moneys collected, directly or indirectly, which would have the effect of increasing the rate of interest so that it would exceed the rate of ten per cent, if all charged as interest, all excess paid over ten per cent per annum shall be credited on the principal sum due hereunder.

Eighth. It is further agreed that if said note and interest thereon be paid when due, and all the agreements made herein shall be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors. But if default be made in the payment of said note or any installment of interest thereon when due or in the performance of any of the covenants, agreements, terms, or conditions, herein contained, or if at any time any law of this State shall be traced imposing or authorizing the imposition of any tax upon this mortgage or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party, is illegal or inoperative, the whole sum of money therein secured and all interest thereon to the date of payment thereof, to be computed at ten per cent per annum from the date of the exercise of option hereof, may at the option of the holder of the note hereby secured and without notice, be declared due and payable at once and this mortgage may thereupon be foreclosed immediately for the whole sum of money, interest and cost, together with the statutory damages in case of default, attorney's fees, and abstractors fee for supplemental abstract for use in said foreclosure proceedings, anything in this mortgage or said notes contained to the contrary notwithstanding, provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holder; and said second party, its successors or assigns or any legal holder thereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith 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 it is further agreed