

5434

each year, and in accordance with One certain promissory note of the said first party, with 20 coupons attached, said note and coupons being of even date herewith and bearing interest at the rate of ten per cent per annum after maturity, payable semi-annually, and this mortgage secures all renewal principal or interest notes that may hereafter be given in event of any extension of time for the payment of said principal debt.

Third. That said first party will keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are at this date, and shall permit no waste.

Fourth. The first party hereby agrees to pay, before the same shall become delinquent, all taxes charges or assessments assessed or levied under the laws of this State and of the United States of America, upon the above described property, or any part thereof, or any interest therein, or upon this mortgage, except the mortgage registration tax, and should the first party fail to pay any such taxes, charges or assessments, as above specified, and allow the same to become delinquent, the holder may, at its option pay such delinquent taxes, charges or assessments, and such interest or costs as may have accumulated thereon by force of law, and the amount so paid, with interest thereon at 10 per cent per annum from the date of such payment, shall be secured by the lien of this mortgage, and be collected by foreclosure hereof; and such payment shall not be a waiver of the breach of the foregoing condition.

Fifth. The first party agrees to procure and keep in force, insurance against loss by fire, lightning and windstorm, in the sum of None dollars, on the buildings now or hereafter erected on the property, to be written in some responsible old line company approved by the holder hereof, and each policy to have second party's form of subrogation clause attached. All policies taken out or issued on the 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 so 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 incumbrances 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 charge 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. As additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits,