

and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD:-- The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste of said premises,

FOURTH:-- It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default of the payment of any installment of taxes or assessments upon said premises or upon said loan, or for local improvements or other purposes, or the premium for said insurance, when the same becomes due, or in case of the breach of any covenant or condition herein contained, then the said second party, or its legal representatives or assigns are hereby authorized to pay said delinquent items, together with any other sums which it may deem necessary to protect this lien, including liens, claims, adverse titles and incumbrances on said premises, and expense of abstract of title to said premises and in perfecting and defending the title to said premises (which expense shall include, among other things, whatever amount may be expended by second party as attorney's fees, either in perfecting or defending said title); and first party will immediately repay to the second party all such sums of money as it may have so paid, as herein provided, with interest thereon at the rate of ten per cent. (10%) per annum from the date of payment, and all of which sum or sums of money and the interest and penalties to accrue thereon shall be a charge and lien upon said premises and shall be secured by this mortgage; and in case of failure, refusal or neglect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said principal sum named herein, and interest thereon, and all other items which this mortgage secures, shall become immediately due and payable and this mortgage may be foreclosed accordingly.

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its successors and assigns, as additional collateral security, and said party of the second part, its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of 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 applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

FIFTH -- It is hereby further agreed that this mortgage secures the payment of the principal note and interest notes herein described and all renewals of principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt or interest.

SIXTH. Said party of the first part hereby agrees that, in the event action is brought to foreclose this mortgage, and party of the first part will pay a reasonable attorney's fee of One Hundred Twenty-five and No/100 DOLLARS to become due and payable when suit is filed, which this mortgage also secures, and said party of the first part hereby expressly waives appraisalment of the real estate and homestead exemptions.

SEVENTH-- As additional collateral for the payment of the note and indebtedness hereinbefore described the said party of the first part hereby assigns to the said party of the second part, its successors and assigns, all the profits, revenues, royalties,