

assigned to the mortgagee as additional security and in case of loss under any policy the mortgagee may collect all moneys payable and receivable thereon and apply the same to the 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 mortgagee herein, the mortgagee may, at its option, without notice, insure or reinsure the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens, charges or incumbrances upon said property which are, or may become, prior claims over the lien of this mortgage and in case such discharge and satisfaction shall not be promptly made when due or payable then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments so made by the mortgagee shall immediately be due and payable to it, including all costs expenses and attorney fees in connection therewith, whether brought about by litigation or otherwise, and all amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and secured by this mortgage.

It is further understood and agreed that during the term of this mortgage all buildings, fences, sidewalks and other improvements on said property shall be kept by mortgagors in as good state of repair as the same are at the present time and that no waste shall be permitted that the premises shall not be used for any illegal or disreputable business or used for a purpose which will injure or render said premises unfit or less desirable for their present uses and purposes; that no unnecessary accumulation of combustible material shall be permitted on the premises, that all fixtures now installed or which may hereafter^{be}/installed in or about the improvements on said premises shall be kept in a good state of repair so that the same will be useful and and suitable for the purposes for which they have been or may be installed and so that damage will not result to the improvements or any portion thereof from from a failure to maintain such fixtures in proper repair, and in case any damage should result from any cause proper and suitable repairs will be immediately done and installed so that the improvements on said premises will be maintained in at least as good condition as the same are at the present time ordinary wear and tear excepted.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, attorney fees as provided in any of the notes above described will be paid to said mortgagee. Said fees 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 said foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said mortgagors shall pay or cause to be paid to said mortgagee, its successors or assigns, and sums of money specified in the above described notes, together with the interest thereon, according to the terms and tenor of said notes, and shall 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 the notes, or any of them, when due, or in case default in the performance of or refusal to