

443

legal or otherwise, to establish and sustain the lien of this mortgage, or its priority or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all such sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

SIXTH: In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or keep said premises free from judgments, mechanic's liens, or other statutory liens or claims of whatsoever character, which might be prior to the lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanics liens or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns, provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums so expended for delinquent taxes; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by the said mortgagee, its successors or assigns, of any such insurance premiums, taxes or assessments upon said property, or upon this mortgage, or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims, as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage as herein provided.

SEVENTH: It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereof or of any other sum hereby secured, or if waste shall be suffered or committed on said premises, or if any mechanics or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien, encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, the whole principal sum secured by this mortgage, and interest thereon and all other amounts secured shall at the option of the holder of this mortgage become immediately due and payable and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors or