

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 him, 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 upon said property and secured by this mortgage.

Said first parties agree to keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

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, an additional sum of Ten per cent for attorney's fee 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, his successors or assigns, said 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 observe any of the covenants agreements or conditions herein contained, the entire principal sum hereby secured and all interest ^{due} thereon may at the option of the mortgagee and without notice be declared due and payable at once and this mortgage may thereupon be foreclosed immediately to enforce payment thereof, including interest, costs, charges and fees herein mentioned or contemplated, and mortgagee shall, at once upon the filing of petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by a court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisal laws. All of the covenants agreements and terms contained herein shall be binding on the mortgagors, their heirs personal representatives and assigns, and shall be for the benefit of the mortgagee, his successors and assigns.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

R.M. McCreery.

Oma McCreery.