COMPARED

471

interest thereon at ten (10) per cent from the date of such payment upon demand of the mortgagee, such failure or refusal shall be a breach of the condition of the mortgage and render the same liable to foreclosure, and the sums so paid by the mortgagee for such paxes, charges, interest, costs or expenses and the interest; thereon at ten (10) per cent from the date of the mortgagee's payment of the same, shall be a part of the sum secured by the lien of this mortgage and to be collected by foreclosure thereof.

Provided, however, that the said mortgagee or the legal holder of this motgage, in case the said party of the first part shall fail, for the term and period of thirty days after the same shall become due, to pay any taxes levied against said mortgaged premises, the mortgagee, its succesors or assigns may, at its or their option, pay such taxes.

Fourth. That said first party will kep all buildings, fences, and other improvements on said real, estate in as good repair and condition as the same are at this date.

340

Fifth. Thatsaid first party will at once insure the buildings apon said preises against loss by fire, lightning and wind storm, and in suchother forms of insurance as may be required by said second party or assigns in an amount satisfactory to said second party or assigns, in insurance companies approved by said second party, for not less than a three-year term, and at/once deliver all policies to said second party as collateral and additional security for the payment of said debt, interest and all sums secured hereby, each policy having a subrogation mortgage clause attached thereto with loss, if any payable to said second party or assigns, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second pary or assigns may so insure and reinspre said buildings, acting as agent for said first party in everyparticular; that every insurance policy on said premises issued before said debt/shall be assigned as collateral security to the party of the second part or assigns, as above provided, and, whether the same have been actually assigned or not, they shall, incluse of loss, be payable to said second party or assigns to the extent of their interest as mortgagee in said premises; and that said second party or assigns ... may assign said policies, as agent of said first party, to any subsequent purchaser of said premises; and that, in the event of loss under such policy or policies, the second party or assigns shall have, and is hereby specifically given, full power to settle and collect the same, and to apply the amount so collected, toward the payment of the indebtedness hereby secured.

Sixth. That the said first party will immediately repay/the second party, its successors or assigns, all and every such sum and sums of money as it may have so paid for taxes and assessments against said real estate, or upon said mortgage and for insurance and on account of liens, claims, adverse titles, and encumbrances on said premises and expenses of perfecting and defending title to said lands, with interest thereonAt the rate of ten (10) per cent per annum from the time said sum or sums of money have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest, specified by law on all sums expended for delinquent taxes, and all of which sum or sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and shall be secured by this mortgage.

Seventh. That if the maker of said note or notes shall fail to pay any of said money, either principal or interest when due, or in case the said first party shall commit or permit any waste upon said premises, or fail to conform to or comply with any one or more of the covenants contained in this mortgage, the whole sum of money herein secured may, at the optim of the holder of the note hereby secured and at its, his or her optim only, and without notice be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest, and costs, together -