

This mortgage being second and subordinate, however, to a mortgage dated the 17th day of May, 1921, executed between said mortgagors unto D. R. Travis, and M. M. Travis, as mortgagors, which said last named mortgage is now owned by the said party of the second part.

Said mortgagors agree to insure the buildings on said premises against loss by fire in the sum of sixty thousand (\$60,000.00) dollars, against loss by tornado in the sum of thirty five thousand (\$35,000.00) dollars for the benefit of the abovemortgagee, its successors or assigns, and maintain such insurance during the existence of this mortgage. ~~All policies.~~ All policies taken out or issued on the property, even though the aggregate exceeds the amount of this mortgage, shall be assigned to the mortgagee, or its assigns, as additional security, and in case of loss under any policy the mortgagee, or its assigns, may collect all moneys payable and receivable thereon and apply the same to the payment of the indebtedness thereby 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, or its assigns, herein, the mortgagee, or its assigns, may, at its option, without notice, insure or re-insure the improvements on said real estate and the amounts or premium paid therefor shall be secured hereby and shall be deemed immediately due and payable to the mortgagee or its assigns, and shall bear interest until paid at ten per cent (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 the mortgage, or its assigns, may satisfy or pay such liens, charges or incumbrances. All payments so made by the mortgagee, or its assigns, shall immediately be due and payable to them, including all costs, expenses and attorney fees in connection therewith, whether brought about by litigation or otherwise, and all amounts so expenses, or paid shall bear interest at ten per cent (10%) per annum from payment until reimbursement is made, and shall be additional liens upon said property and secured by this mortgage.

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, or its assigns. 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 judgement 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, said sum of money specified in the above described note, together with the interest thereon, according to the terms and tenor of said ^{note}, 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, and if default be made in the payment of said note, or if default be made in the payment of the interest on said note, when due, or in case default be made 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, or its assigns, without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately to enforce payment thereon, including interest, costs, charges and fees herein, mentioned, or