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1050

14 May 4
J.S.P.

the sum of one hundred thirty seven and 50/100 dollars (\$137.50) and to secure all other covenants and conditions in said monthly payment obligation set forth, reference to the same being hereby expressly made.

It is expressly agreed and understood by and between the said parties hereto that this mortgage is a purchase money mortgage and is a first lien upon said premises that the said party of the first part will pay the two promissory notes above described when and as they fall due, and will also pay the installments due upon said monthly payment obligation when and as they fall due and at the place and in the manner provided in said notes and monthly payment obligation, and will pay all taxes and assessments against said land and premises when the same are due each year, including all taxes and assessments for the year 1924, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without consent of said second party, and shall be kept insured for the benefit of said second party or assigns, against loss by fire or storms, in the sums respectively set out in said monthly payment obligation, in form and companies satisfactory to said second party, and that all policies and renewals of same shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood that said second party may pay any taxes and assessments levied against said premises or any part thereof, or any other sum necessary to preserve the priority of the lien of this purchase money mortgage, and to protect the rights of such party, or its assigns, including insurance upon buildings, and recover the same from the first party, with ten per cent (10%) interest, and that any such payment shall be secured hereby the same as if specifically described herein; and that in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee equal to ten per cent (10%) of the total amount for which said foreclosure is filed or had, which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the first party promises and agrees to pay, together with all costs, including expenses of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagor to the mortgagee, or ^{as} assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

It is further agreed that in the event of default in the payment of said promissory notes when and as they fall due, or in the payment of the monthly installments stipulated to be paid in said monthly payment obligation when and as they fall due, and any such default shall continue for a space of three months, or non-payment of insurance premiums, taxes, assessments or other charges, or failure to insure the premises or to pay any premium for any such insurance ^{which} may have been advanced by said second party, or failure to keep the said improvements in good repair and in a tenable condition, or in the event any act of waste is committed on said premises, - in any of which events the entire debt shall become due and payable, at the option of said party of the second part, or its assigns, - the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party or its assigns, the balance due upon said monthly payment obligation to be ascertained