

450

It is expressly agreed and understood by and between the said parties hereto that this mortgage is a first lien upon said premises, that the said parties of the first part will pay the said installments of principal and interest when the same fall due and at the place and in the manner provided in said note and contract, and will pay all taxes and assessments against said land and premises when the same are due each year, 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 note and contract, in form and companies satisfactory to second party, with loss under said policies payable 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. ~~COMPARED~~

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 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. 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. of the total amount for which such 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 attorneys' 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 mortgagors to the mortgagee, or assigns, with interest thereon at ten per cent. per annum, and this mortgage shall stand as security therefor.

It is further agreed that upon a breach of the warranty herein or in the event of default in payment of installments of principal and interest for the 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, ascertained in accordance with the terms of the note and contract secured hereby, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and