

America, upon said premises or any part thereof, or upon the mortgagee's, its <sup>COMPARED</sup> successors or assigns, interest therein, or upon this mortgage, or upon the said debt, or other sums hereby secured, to whomsoever assessed, including personal taxes.

Fifth. To keep said premises free from all judgments, mechanics' liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto or for an abstract or extension of <sup>always</sup> sbatrat of title to said premises; together with interest on all such sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth: In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or keep said premises free from judgments, mechanic's liens or other statutory liens of claims of whatsoever nature, which might be prior to the lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's liens or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns, provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums so expended for delinquent taxes, and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by the said mortgagee, its successors or assigns, or any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage, or the debt hereby secured by judgments, mechanic's liens, or other statutory liens, or other claims, as hereinbefore provided, shall not be construed or held to be a waiver of default in the terms of this mortgage or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage as herein provided.

Seventh: It is <sup>expressly</sup> further agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the line of this mortgage be created or rest upon said premises, or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall rest upon said premises any claim, lien encumbrance easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises, or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in