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together with all improvements thereon and appurtenances thereunto belonging, hereby warranting the title to the same.

This mortgage is given to secure a loan of \$2400.00 Twenty-four Hundred and no/100 Dollars this day made by the mortgagee to the mortgagor, evidenced by the negotiable promissory note of the mortgagor, of even date herewith, payable, as to principal and interest, in 96 monthly instalments of Thirty-five and no/100 Dollars each, to the mortgagee or bearer, as therein provided, to which note reference is hereby made; and is also given to secure all other covenants, conditions and undertakings in said note and this mortgage set forth.

COMPARED

The mortgagor covenants and agrees; This mortgage is a first lien upon the premises above described; the mortgagor will pay, as provided in said note, and at the times therein provided, the instalments of principal and interest thereof when the same shall fall due, and will pay all taxes and assessments against said land and premises before the same shall become delinquent; and will not suffer or permit any waste upon said premises; the buildings and other improvements thereon or to be erected thereon shall by the mortgagor be kept in good repair and shall not be destroyed or removed without the consent of the mortgagee; such buildings shall be kept insured against loss by fire and storm in the sum of \$2400.00, in companies and upon forms satisfactory to, and for the benefit of, the mortgagee; all insurance the mortgagor may have or procure on said premises shall be promptly assigned to the mortgagee; this mortgage shall be a first lien upon all insurance held by the mortgagor upon said premises, whether the policies therefor are assigned or not, until said note has been paid, all of said policies to be delivered to the mortgagee; if the title to said premises be transferred by the mortgagor, the mortgagee is authorized, as agent of the mortgagor, (but without responsibility for failure so to do), to assign such insurance to such transferee; and to furnish to mortgagee evidence of the payment, before delinquent, of all sums herein agreed to be paid to others than the mortgagee.

The mortgagee may immediately upon, or at any time after default in the performance of the covenants of the last preceding paragraph, pay any taxes or assessments levied against said premises or any part thereof, or that under the law, may become a lien or charge thereon, or any sum necessary to preserve the priority of the lien of this mortgage, or to protect the rights of the mortgagee, including such insurance, and recover the same, either in a separate action or at the time of the collection of said note, with interest at the rate of ten per cent. per annum, computed semi-annually, until paid, and any such payment so made shall be secured by the lien of this mortgage, the mortgagor, furthermore, promising and agreeing to pay the same.

In event and as often as any action to fore close the lien of this mortgage shall be filed, the mortgagee may recover from the mortgagor, an attorney fee equal to ten per cent. of the total amount for which such action is commenced, and in no event less than Fifty (\$50.00) Dollars, which shall be due upon the filing of the petition in foreclosure; such attorney fee being secured by the lien of this mortgage, and the mortgagor promises to pay such attorney fee, together with all costs, including expense for abstract, for examination of title and preparation for foreclosure. If the mortgagee is made defendant in any suit to enforce any other mortgage or lien upon said premises than this mortgage, the mortgagee shall be entitled to have and recover a reasonable attorney fee as a part of the cost and expense of defending, such suit, which shall be a further lien upon said premises and shall be enforceable and collectible in such suit or any other proper suit.