

obtain such insurance in the name, place and stead of the said first party; and it is further agreed, in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his agent and attorney in fact, sign and indorse all vouchers, receipts and drafts, that shall be necessary to procure the money thereunder, and to apply the amounts so collected towards the payment of the bond, interest coupons, and interest thereon; and if any or either of said agreements be not performed as aforesaid; then the said party of the second party, its indorsees or assigns, may pay such taxes and assessments, or any part thereof, may effect such insurance, as hereinbefore agreed, paying the cost thereof; and for such sums so paid these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons. RECORDED

The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty days, after the same becomes due, or to conform to or comply with any of the foregoing covenants, the whole of money herein secured, shall without notice, be due and payable; and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with statutory damages in case of protest, and said second party, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and in case of sale of said premises under such foreclosure, the said party of the first part do hereby waive an appraisement of said real estate, should the same be sold under execution, order of sale, or other final process, or not at the option of the holder of said notes.

It is expressly stipulated and agreed that the rents, issues and profits of the whole premises herein conveyed shall be and hereby are pledged for the payment of the debt hereby secured, the interest thereon as it matures, the premiums for insurance on the buildings and all taxes and assessments on said premises as they become due. And that upon default in the payment of any such interest, insurance, premiums, taxes or assessments and the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed to take possession and control of the within described premises and to collect the rents, issues and profits thereof under the direction of the Court. The amount so collected by such receiver to be applied under direction of the Court to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage.

And said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as hereinafter provided, the mortgagor will pay to the said plaintiff a reasonable attorney's or a solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgement or decree rendered in any action as aforesaid, and collected and the lien thereon enforced in the same manner as the principal debt hereby secured.

The foregoing covenants being performed, this conveyance shall be void, otherwise this mortgage shall be in full force and effect.

In testimony whereof, the said party of the first part, have hereunto set their hands this 26th day of October, nineteen hundred twenty three.

Beulah Burgess,  
James O. Burgess.