

ment, it shall be and is hereby made the option of the second party or holders of said note
 475 or notes, to declare all of the indebtedness secured by this instrument to be due and payable
 at once.

And should the said party of the first part fail to pay any of the interest payments above specified when due, or any of said principal notes when the same shall become due, or fail to keep the said described property insured as above agreed upon, or should the first party suffer or allow any state or county or municipal tax or assessment against said property to become delinquent, the holder of said above notes or any of them shall have the right at his option to declare all of said unpaid principal notes at once due and collectible and the right of action on the same, for principal, interest, attorney's fees and costs of collection shall at once accrue.

The party of the first part furthermore covenants and agrees that in case the debts hereby secured shall not be paid when they come due by maturity in due course or by reason of any default, as above provided, the party of the second part may sell said described property at public auction before the court house door in the county where said property is located, to the highest bidder for cash, first giving four weeks notice of the time, terms and place of sale by advertising once a week in a newspaper of general circulation in the county where said land is located, all other notice being hereby waived by the party of the first part; and the second party is hereby empowered thereupon to execute and deliver to the purchaser at said sale a good and sufficient conveyance of said property in fee simple, which said conveyance shall contain a recital as to the happening or default upon which execution of the power to sell herein granted depends. And the said party of the first part hereby constitutes the party of the second part its attorney in fact to make such sale, and conveyance, and recital or recitals; and the party of the first part hereby covenants and agrees that the recitals so made in such deed by the second party shall be binding and conclusive upon the party of the first part, its successors and assigns. And the conveyance so made by the party of the second part shall be effectual to bar all equity of redemption of the said party of the first part, or its successors in interest, in and to the said premises. The said party of the second part shall collect the proceeds of said sale, and have reserved therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments, insurance premiums theretofore paid by the second party, together with legal rate of interest thereon from date of such payment, together with all costs and expense of sale and ten per cent upon the aggregate amount due for compensation to the attorneys representing the said party of the second part. And any surplus remaining after the payment of these sums shall be paid over to the party of the first part, its successors or assigns.

And it is expressly agreed that appraisement is hereby waived.

And the party of the second part, its successors or assigns may purchase at said sale, and execute and deliver to itself conveyance as therein provided as though it was a stranger to this instrument. And the party of the first part covenants and agrees that the powers of attorney hereinbefore and after stipulated, together with all of the powers of this instrument set out and delegated to the second party are powers coupled with an interest and are irrevocable, and that said powers may be by the second party assigned and delegated and re-delegated by said second party and shall apply equally to its successors and assigns; and that any purchaser or holder of said note may and shall at his option, by the fact of purchase or holding, become possessed of all of the powers and authority herein set forth and conferred upon the said party of the second part.

The foregoing provisions however are cumulative of the remedies allowed and provided by law; and in the event the party of the second part or its successors or assignees, insti-