

second party, then any part of principal or interest secured thereby and taken up, held or
 475 owned by said second party shall be a further lien upon said land and be secured hereby, and
 may be included in any judgment or decree entered hereon, and all sums secured hereby shall
 draw interest at the rate of ten per centum per annum, payable annually from date said sums
 are paid out or expended. COMPARE

Said mortgagors hereby covenant and agree to pay all taxes and assessments of whatso-
 ever character or kind on said land and any and all taxes or assessments that shall hereafter
 be levied against the same, except the mortgage tax that may be payable upon the filing of
 this instrument, but including personal taxes before the same shall become delinquent and a
 lien upon said property, and to keep the buildings upon the premises hereby mortgaged insured
 in some reliable insurance company, approved by the mortgagee against loss or damage by fire,
 lightning, tornado and wind-storm, in the sum of none Dollars; and in case such taxes or
 assessments are not promptly paid when due and payable, or in case such insurance policies
 as above specified are not kept in force in the amount above fixed, then the mortgagee may
 satisfy or pay such taxes or special assessments and insurance premiums; all payments so made
 by the mortgagee shall immediately be due and payable to it, including all costs and expenses
 in connection therewith and all amounts so expended or paid shall bear interest at the rate
 of ten per cent per annum from payment until reimbursement is made, and shall be and consti-
 tute additional liens upon said property and be secured by this mortgage.

IT IS FURTHER UNDERSTOOD AND AGREED that during the term of this mortgage suitable
 and proper repairs will be made from time to time so that all buildings, fences and other
 improvements on said property shall be kept by the mortgagors in as good state of repair as
 the same are at this time, ordinary wear and tear excepted, and that no waste shall be commit-
 ted or permitted, and that the premises shall not be used to any illegal purpose.

SAID MORTGAGORS FURTHER EXPRESSLY AGREE that in case of foreclosure of this mortgage
 and as often as any proceedings shall be taken to foreclose the same as hereinabove provided,
 attorneys fees of \$50.00 will be paid to said mortgagee. Said fees shall be due and payable
 upon the filing of the petition for foreclosure and the same shall be a further charge and
 lien upon said premises, and the amount thereof shall be recovered in such foreclosure suit
 and included in any judgment rendered, and the lien thereof enforced in the same manner as the
 principal debt hereby secured.

That upon the institution of proceedings to foreclose this mortgage, the proper plain-
 tiff therein shall be entitled to have a receiver appointed by the Court to take possession
 of and exercise control over the premises described herein, and to collect the rents and pro-
 fits thereof under the direction of the Court, and any amount so collected by such Receiver
 shall be paid in to the Clerk of the Court for the satisfaction of any judgment rendered or
 amount found due upon the foreclosure of this mortgage.

A breach of any of the conditions of this mortgage shall be construed as a forfeiture
 thereof and immediately upon such breach the mortgagee may at its option, institute foreclosure
 proceedings and sell the real estate above described to enforce the payment of the indebted-
 ness indicated above and whatever interest may be due thereon.

Should said mortgagors pay or cause to be paid to said mortgagee, its successors or
 assigns, said sums of money specified in the above described notes, together with any inter-
 est that may be due thereon, and should said mortgagors keep and perform, during the exis-
 tence of this mortgage the covenants and agreements herein contained, then these presents shall
 be wholly discharged and void, otherwise the same shall remain in full force and effect.

But if default be made in the payment of any of said notes when due or in case of
 default in the performance of or refusal to observe any of the covenants, agreements or con-