

475

of any judgment rendered or amount found due upon the foreclosure of this mortgage. COMPARED

TWELFTH--Now if the said party of the first part shall make when due all payments provided for in said note, and perform all the conditions herein set out, then this mortgage shall be void. If any of the payments in the above described note be not paid when due, or if party of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall willfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove or permit to be removed from said premises any of the said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure; and in the event of foreclosure, party of the second part may recover as a part of the costs of such foreclosure as agreed, liquidated and reasonable attorney's fee, ten per cent of the principal and interest then remaining unpaid.

THIRTEENTH-- It is agreed that if default be made in the payment of any of the installments of the note secured by this mortgage, THE TEXAS-OKLAHOMA JOINT STOCK LAND BANK OF SAN ANTONIO, or its assigns, shall have and is hereby given the right to a foreclosure of this mortgage, a satisfaction of such defaulted payment, without declaring the whole debt due, such foreclosure to be made upon the same terms and conditions as is hereinbefore provided for in the event said Bank exercise its option and declares the whole note due, save and except that where the foreclosure is made because of the default of one or more of the semi-annual payments such foreclosure shall be made subject to the unmatured part of the note secured by this mortgage and it is agreed that such foreclosure shall not, in any manner, affect the unmatured part of the debt secured by this mortgage, but as to such unmatured part this mortgage shall remain in full force and effect, just as though no foreclosure had been made under the provisions of this paragraph; and it is specifically agreed that no one foreclosure under the powers conferred in this paragraph shall exhaust the right of foreclosure under the powers conferred in the first preceding paragraph hereof, relating to the maturity of the entire debt, nor shall one foreclosure exhaust the right of foreclosure to enforce payment of any subsequently maturing installment, the payment of which may be defaulted, and it is agreed that an assignee holding any installment or installments of the note hereby secured, shall have the same powers as are hereby conferred on THE TEXAS-OKLAHOMA JOINT STOCK LAND BANK OF SAN ANTONIO, to request the mortgagee named herein, or its successors or assigns as herein provided for, to foreclose the property herein conveyed.

FOURTEENTH--At any payment period after five years from the date hereof party of the first part has the privilege of paying any number of installment payments, or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

FIFTEENTH--And said first party, for the consideration aforesaid, hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

WITNESS the hand and seal of the party of the first part the day and year first above written.