

and appurtenances thereunto belonging, unto the said second party, its successors and assigns forever.

COMPARED

And the said first parties covenant and agree to and with the said second party that they are seized in fee and have the right to convey the same in fee simple; that the same are free and clear of all incumbrances; and that they will forever warrant and defend the title to same against the claims of all persons whatsoever.

And the said first parties further covenant and agree with the said second party;

That they will pay all taxes, charges and assessments of every kind and nature that may be levied or charged on the premises herein described, whether the same be for State, County, School or City purposes as soon as the same may be due, collectible and payable, and will, before the first day of July in each and every year, deliver to the second party, its successors or assigns, the receipt of receipts of the proper officers showing payment of same. That they will effect and keep in force with a fire insurance company approved by the second party such amount of insurance against loss by fire upon the premises herein described as will be satisfactory to the second party and will keep the policy or policies therefor constantly assigned and delivered to the second party as further security for the indebtedness hereby secured, with the right and power in said second party to demand, receive and collect any and all money becoming payable thereunder and to apply the same toward the payment of the indebtedness hereby secured unless the same is otherwise paid.

That they will procure or cause to be procured from the second party a policy or policies of life insurance of a kind satisfactory to said second party to the amount of two thousand and five hundred dollars (\$2500.00) on the life of some person acceptable to the said second party as an insurance risk, and will pay or cause to be paid as they become due all premiums on said policy or policies, and, as additional collateral for the indebtedness hereunder secured, will keep said policy or policies constantly assigned to the said second party in accordance with the terms of a form of assignment to be furnished by the said second party.

That in event of the failure of the first parties to pay all taxes, charges and assessments, or to procure and pay the premiums on fire insurance, all as herein provided, the second party shall have the right to pay said taxes, charges and assessments and to pay for or procure and pay for said fire insurance, and all amounts so expended by the second party for taxes, charges, assessments and for fire insurance premiums shall be charged hereunder as principal money bearing interest from date of payment at the rate of six per cent (6%) per annum, payable semi-annually, and shall with the interest thereon be secured by these presents; but by the payment of any sum hereunder the second party will not be held to have waived any rights accruing to it because of the non-payment thereof by the said first parties.

That in the event an action is brought to foreclose this mortgage, they will pay as attorney's fees an amount equal to ten per cent (10%) of the amount due and unpaid on the principal and interest of the aforesaid notes and that this mortgage shall secure the payment of such attorney's fees.

But this conveyance is made, executed and delivered upon the following conditions, that if the said first parties, their heirs, executors, administrators, or assigns shall pay or cause to be paid to the said second party, its successors or assigns, the aforesaid notes in accordance with the terms and conditions of same, at the times and place therein mentioned for the payment thereof, together with all interest thereon, and all taxes, charges, assessments and fire insurance premiums and the attorney's fees hereby secured, as hereinbefore expressed and agreed to be done, then and in that event, this indenture and the estate hereby created and the said principal notes and interest hereby secured shall cease, determine and become void.