

the said HOME BUILDING AND LOAN ASSOCIATION, and having borrowed of said Association, in pursuance of its by-laws, the money secured by this mortgage, will do all things which the by-laws of said Association require shareholders and borrowers to do; and will pay to said Association of said stock and loan the sum of Forty-two dollars and Ninety cents. (\$42.90) per month, on or before the 15th day of each and every month, until said stock shall mature as provided in said by-laws, provided that said indebtedness shall be discharged by the cancellation of said stock at maturity, and will also pay all fines that may be legally assessed against _____ under said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagors J. H. Carnahan and Mary E. Carnahan, his wife to said mortgagee.

SECOND. That said mortgagors within forty days after the same become due and payable will pay all taxes and assessments which ^{shall} be levied upon the said lands, ^{or assigns} ~~premises~~ ^{portion} of this mortgage, or the indebtedness secured hereby, or upon the interest or ~~estate~~ in said lands created or represented by this mortgage or by said indebtedness, whether levied against the said mortgagors or their legal representatives ^{or assigns}; and said mortgagors hereby waive any and all claim or right against said mortgagee its successors or assigns, to any payment or rebate on, or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

THIRD; That the said mortgagors will also keep all buildings erected and to be effected upon said lands insured against loss and damage by tornado or fire with insurers by the mortgagee in the sum of Three Thousand and no/100 dollars, as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH; If said mortgagors make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage payable forthwith, with interest at the rate of Ten (10) per cent per annum

FIFTH; Should default be made in the payment of said monthly sums, or any of said fine or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof remain unpaid for the period of three months then the aforesaid principal sum of Three Thousand and no/100 Dollars, with all arrearages thereon, all and penalties taxes and insurance premiums shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, any thing hereinbefore contained to the contrary notwithstanding In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments. Appraisement Waived.

SIXTH; The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of Three Hundred and No/100 Dollars as a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH; As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands and seals on the 22nd day of July, A. D. 1924,