

acceptance of this mortgage, hereby covenant and agrees that they warrant and will defend the title to said premises, and that they are the owners in fee simple of the same: that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens or any other claim or demand except a real estate mortgage given of even date herewith to said mortgagee in the principal sum of Three Thousand Dollars, and the parties of the first part, the mortgagors herein, covenant and agree that if they fail in any of the terms and conditions of said prior mortgage, or the note or notes, which said mortgage was given to secure, and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured thereby and taken up, held or 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 semi annually from date said sums are paid out or expended.

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#### COMPARED

Said mortgagors hereby covenant and agree to pay all taxes and assessments of whatsoever 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 building 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 Two Thousand and no/100 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 constitute 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 committed 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 property plaintiff 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 profits 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 indebtedness indicated above and whatever interest may be due thereon.