

together with all the right, title, estate and interest of the said grantor in and to the said premises, including all homestead rights (which are hereby expressly waived and released), together with all rents on said property, and all and singular the tenements, hereditaments, and improvements now on said land, or which may hereafter be attached to said lands; and in case of default in any of the following conditions of this mortgage, said party of the second part is hereby granted full right and authority to collect all rents and income on said lands, and the improvements, appurtenances, tenements and hereditaments thereto belonging

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its successors and assigns forever, and said party of the first part hereby covenants with said party of the second part, its successors and assigns, that at the time of the execution and delivery hereof she is the true and lawful owner of the premises above granted, and are seized of an estate of inheritance therein, and that the same are free and clear of all incumbrances, and that there are no unpaid taxes standing as a lien against said above described lands; and that she will warrant and defend the same against every lawful claim whatsoever.

Said party of the first part also hereby covenants and agrees:

FIRST. The said mortgagor, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon the said lands.

SECOND. The said mortgagor will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire, with insurers, and to an amount approved by the mortgagee as a further security to said mortgage debt, and will assign and deliver to the mortgagee all insurance policies upon said property.

THIRD. If said mortgagor makes 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 per cent per annum.

FOURTH. Should default be made in the payment of any of the monthly sums hereinafter specified, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage, and in the note to which this is collateral, and should the same, or any part thereof, remain unpaid for the period of four months, then the aforesaid principal sum of Two thousand and no/100 Dollars, with all arrearages thereon, and all taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors, or assigns, become due and payable immediately thereafter, although the period herein and by said note limited for the payment thereof shall not then have expired, anything herein contained to the contrary thereof in anywise 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 payment of further monthly installments.

FIFTH. Said mortgagor shall pay to said mortgagee or to its successors or assigns, the sum of Ten Dollars and ten per cent Dollars, as a reasonable attorney's or solicitor'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 mortgagor or mortgagee may be made a defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

PROVIDED ALWAYS, and these presents are upon the express condition that whereas, the said party of the second part has loaned and advanced to said Mabel Kessler, the sum of Two thousand and no/100 Dollars, the repayment of which sum is evidenced by a certain note or obligation of even date herewith, and to which this mortgage is collateral, and which