

1267.0
 Dated this 8 day of July 1927

out or issued on the property, even though the aggregate exceeds the amount of this mortgage, shall be assigned to the mortgagee as additional security and in case of loss under any policy the mortgagee may collect all moneys payable and receivable thereon and apply the same to the payment of the indebtedness hereby secured or may elect to have the building repaired or replaced. In case of failure, neglect or refusal to procure and maintain such insurance or to deliver the policies to the mortgagee herein, the mortgagee may, at its option, without notice, insure or reinsure the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens, charges or incumbrances upon said property which are, or may become, prior claims over the lien of this mortgage and in case such discharge and satisfaction shall not be promptly made when due or payable, then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments brought about by litigation or otherwise, and all amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and secured by this mortgage.

It is further understood and agreed that during the term of this mortgage all buildings, fences, sidewalks and other improvements on said property shall be kept by mortgagors in as good state of repair as the same are at the present time and that no waste shall be permitted; that the premises shall not be used for any illegal or disreputable business or used for a purpose which will injure or render said premises unfit or less desirable for their present uses and purposes; that no unnecessary accumulation of combustible material shall be permitted on the premises; that all fixtures now installed or which may hereafter be installed in or about the improvements on said premises shall be kept in a good state of repair so that the same will be useful and suitable for the purposes for which they have been or may be installed and so that damage will not result to the improvements or any portion thereof from a failure to maintain such fixtures in proper repair, and in case any damage should result from any cause proper and suitable repairs will be immediately done and installed so that the improvements on said premises will be maintained in at least as good condition as the same are at the present time, ordinary wear and tear excepted.

As additional and collateral security for the payment of the note or notes hereinbefore described and all sums to become due under this mortgage, said mortgagor hereby assigns to the said mortgagee, its successors and assigns, all the rents, profits, revenues, rights and benefits accruing to said mortgagor under all leases on said premises at the date of the execution of this mortgage or that may be given or placed thereon, or any part thereof, during the time this mortgage or any renewal thereof shall remain in force and effect, with the right to receive the same and apply them to said indebtedness after default in any of the conditions of this mortgage, and the said Mortgagee is authorized to execute and deliver to the holder of any such lease upon said premises, a binding receipt for any rentals, under the terms of said lease or leases, and to demand, sue for and recover any such rentals when due or delinquent. Provided however that said mortgagee shall be chargeable with no responsibility with such collection rights and benefits, nor be accountable for said rentals except as to sums actually collected.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same as herein provided, attorney fees as provided in any of the notes above described 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 recover-