

notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be foreclosed accordingly. It is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property as provided in paragraph three of this mortgage, shall not be construed or held to be a waiver of default as herein provided or prevent the holder hereof from declaring the entire debt secured hereby, due and payable, and foreclosing this mortgage whether said insurance premiums or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

Sixth. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension, and all money paid by second party for insurance, taxes and assessments upon the property herein described.

Seventh. Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Three Hundred Twenty five DOLLARS, which this mortgage also secures, to become due and payable when suit is filed, and they do hereby expressly waive the appraisalment of said real estate.

Eighth. It is further agreed that in the event any of the land hereinabove described is sought to be used by virtue of the law of eminent domain or for public purposes under any law authorizing the appropriation of private property for public purposes, the said parties of the first part, their administrators, executors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain, or any attempt to purchase or appropriate said property or any part thereof, and agree and direct that all condemnation or purchase money which may be agreed upon or which may be found to be due, shall be paid to the party of the second part and be credited upon the balance due hereunder.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seal on the day and year first above mentioned.

Executed and delivered in the presence of

Elsie E. Murphy.

T. F. Reynolds.

J. F. Murphy.

Bessie B. Tallman.

STATE OF CALIFORNIA, )  
COUNTY OF ALAMEDA, ) SS.

Before me, Bessie R. Tallman, a Notary Public in and for said County and State, on this 10th day of September 1924, personally appeared Elsie E. Murphy, and J. F. Murphy, her husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.