

(\$14.19) dollars; both interest and dues being payable on the 5th day of each and every month, until sufficient assets accumulate to mature said shares and pay the holder thereof one hundred (\$100.00) dollars for each share, in accordance with the terms of the by-laws of the said Association; and in case of default in any payment of interest or dues, or any part thereof at the said stated times, or failure to comply with any of the conditions or agreements stated in the mortgage securing such payments then this note shall immediately become due and payable at the option of the legal holder hereof, and shall, after such default, bear ten per cent interest per annum, and if collected by suit, i. e., we, or either of us agree to pay an additional sum equal to ten per cent of the amount due, as attorney's fees.

Thos. H. Akers,  
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Second: That said mortgagors, within forty <sup>(40)</sup> days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or on account of, or the indebtedness secured thereby, 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, their legal representatives or assigns, or otherwise; and said mortgagors hereby waives any and all claim or right against said mortgagees, 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 keep all buildings erected upon said lands insured against loss and damage by tornado and fire, with insurers approved by the mortgagee in the sum of seven hundred (\$700.00) 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 enumerated, 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 10 per cent per annum.

Fifth: Should default be made in the payment of said monthly sums, or of any of said fines, 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 six months, then the aforesaid principal sum of seven hundred & no/100 (\$700.00) dollars, with arrearages thereon, and all penalties, taxes, and insurance premiums shall, at the option of said mortgagee or of its successors or assigns, become payable immediately thereafter, anything hereinbefore contained to the contrary thereof 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.

Sixth: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of seventy & no/100 (\$70.00) 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 of said property, which sum shall be an additional lien on said premises.

Seventh: As further security for the indebtedness above recited the mortgagors 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

COMPARED BY  
PS and JMC