

mortgage may be foreclosed six months after the termination of said employment, provided that nothing therein or herein shall be construed to extend the original five-year term of this mortgage, and which said promissory note further provided that in the event suit should be brought to collect the same and to foreclose this mortgage, or if said note shall be placed in the hands of an attorney for collection, party of the first part will pay, as an attorney's fee, in addition to the amount due on said note and mortgage, ten per cent (10%) of any amount due, including principal and interest.

The parties hereto mutually agree that all the terms, provisions and conditions set forth in said promissory note, whether or not the same are stated herein, shall be and are, made a part of this mortgage, as though said note were set out verbatim herein; and shall be binding upon the parties hereto.

Said party of the first part hereby covenants with party of the second part, his heirs and assigns, that she is the owner in fee simple of said premises, and that they are free and clear of all incumbrances, except general taxes not yet due and special assessments not yet due; that she has good right and authority to convey and encumber the same, and that she will warrant and defend the same against the lawful claims of all, persons whatsoever.

Said party of the first part agrees to keep the dwelling house on said premises adequately insured for the benefit of the mortgagee, party of the second part, mortgagee herein, his heirs and assigns, and to maintain such insurance during the existence of this mortgage; and agrees further to pay all taxes and assessments lawfully assessed against said premises; before the same shall become delinquent.

Said party of the first part expressly agrees that in case of foreclosure of this mortgage, she will pay to the mortgagee, his heirs or assigns, the attorney's fee provided for in the above described promissory note as due and payable upon foreclosure, and agrees that said attorney's fee 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 judgement or decree rendered in said action, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if the said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, the said sum of money described in the above mentioned note, together with the interest thereon, according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments as are herein provided for, and shall in all respects perform all the terms, conditions and covenants contained in said note and in this mortgage, then these presents shall be wholly discharged and void, otherwise they shall remain in full force and effect.

If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee his heirs or assigns, may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of six per cent per annum; until paid and this mortgage shall stand as security for all such payments, and if said principal sum or money, or said interest, is not paid when due; or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said party of the first part waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

COMPARED BY  
J.S. and D.V.