

brances 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 recovered in said foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said mortgagors shall pay or cause to be paid to said mortgagee, its successors or assigns, said sums of money specified in the above described notes, together with the interest thereon according to the terms and tenor of said notes, and shall keep and perform during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect, but if default be made in the payment of the notes, or any of them, when due, or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all interest due thereon may at the option of the mortgagee and without notice be declared due and payable at once and

198

COMPLETED BY