

part therein, and shall fully comply with and perform all the covenants and agreements herein contained, then this mortgage shall be void.

BUT, if and as often as default be made in the performance of any of the conditions covenants and promises herein contained, on the part of the said party of the first part, at the time and in the manner herein provided, then in either or any such case the whole principal sum secured by this instrument then remaining unpaid, and the interest and fines accrued thereon according to the terms and conditions of said FIRST MORTGAGE BOND executed by the said party of the first part, bearing even date herewith and hereinbefore referred to, shall, at the election of the party of the second part, its successors or assigns, and without notice to party of the first part, become at once due and payable, and said party of the second part, its successors or assigns, upon such election may at once enter upon and take possession of said premises, using such force as may be necessary therefor, and take and receive the rents, profits and incomes thereof, and have full control of the same, so long as said default exists, or may apply to any Judge or Court having jurisdiction to appoint, and have appointed, a receiver to take charge of said property and the preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold, and the proceeds thereof, together with the rents and profits, applied, first, in payment of the costs of suit and sale, and FOUR Hundred and No/100 Dollars (\$400.00) attorney's fee, which the court shall tax for plaintiff in the action, and all moneys which may have been advanced by party of the second part for insurance, taxes and other charges, liens and assessments, with interest thereon from date of advancement at ten (10) per cent, per annum; all of which shall become a lien on said premises, second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and fines thereon, and third, the overplus, if any, to be paid to the party of the first part their legal representatives or assigns.

BUT, Until default be made in some one or more of the conditions hereof, the party of the first part shall be entitled to the use of the incomes, rents and profits of said property.

AND THE SAID PARTY OF THE FIRST PART, For themselves and their heirs, executors and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns, that said party of the first part is lawfully seized of said premises in fee simple; that said party of the first part has good right to grant, sell, convey and mortgage the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said party of the first part will warrant and defend the same against all claims, liens, clouds, and demands whatsoever.

This mortgage is delivered to said party of the second part at its home office in the City of Denver, in the State of Colorado, and is to be construed according to the laws of said State, so far as they relate to or affect the debt and validity of the first mortgage bond secured hereby.

All erasures and interlineations appearing in this mortgage were made by consent of the party of the first part before the execution hereof.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Alice Stevens.

Jno. A. Jones.

B. E. Walker.
Rosella I. Walker.