

against any adverse, superior or intervening claim or interest.

FOURTH:- That said first party will keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste, and especially no cutting of shrubery, fruit or shade trees; that it will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or unfit said premises for general business or residence purposes; that it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the party of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.

FIFTH:- The said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storms in the amount of \$14000., in insurance companies approved by said second party, for not less than a three year term, and at once deliver all policies properly assigned to said second party as collateral and additional security for the payment of said debt, interest and all sums secured hereby, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second party may so insure and re-insure said buildings, acting as agent for said first party in every particular; that every insurance policy on said premises issued before said debt is paid shall be assigned as collateral security to the party of the second part or assigns as above provided, and, whether the same have been actually assigned or not, they shall, in case of loss, be payable to said second party or assigns to the extent of their interest as mortgagee in said premises; and that said second party or assigns may assign said policies, as agent of said first party, to any subsequent purchaser of said premises; and, that in the event of loss under such policy or policies, the second party shall have, and is hereby specifically given, full power to settle and collect the same, and to apply the amount so collected toward the payment of the indebtedness hereby secured.

SIXTH:- That in case the said first party shall make default in any one or more of said agreements, then the said second party, or assigns may pay such taxes and assessments and effect such insurance, and protect said title against adverse claims and liens, and pay the cost thereof, and the amount so expended therefor, with interest at the rate of 10 per cent. on sums paid for insurance and protection of title, and to release liens, and for costs thereof, from date of such expenditure until paid, and with the penalties and rates of interest fixed by law on such taxes, shall be considered a sum the repayment of which is to be hereby secured

SEVENTH:- That if the maker or makers of said ^{note} notes, shall fail to pay any of said money either principal or interest, whenever the same becomes due, or in case the said first party shall commit waste upon said premises or suffer the same to be done thereon, or fail to conform to or comply with any of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, ^{his} or her option, only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party, its successors and assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect rents, issues and profits thereof. For