

3. The parties of the first part agree to keep all buildings, fences, and other improvements on said premises in as good repair as they are now, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.

4. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default in the payment of any installment of taxes, or assessments, upon said premises or upon said loan, or the premiums of said fire and tornado insurance, when the same becomes due, or in case of removal of any of the buildings or other improvements from said land or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part on account of taxes or assessments, upon said premises, or upon said loan, or the premiums for fire and tornado insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said note, together with interest thereon, from the date thereof, at 10 per cent per annum, crediting any and all interest payments made, if any have been made, upon said sum, and the party of the second part, or the legal owner and holder of said note, and mortgage shall be entitled to recover on account of taxes or assessments upon said premises, or upon said loan, or insurance premiums, together with interest thereon from the date of such payment at 10 per cent per annum.

And it is also agreed that in the event of my default in payment or in breach of any covenant or condition herein, the rents and profits of said premises are pledged to party of the second part, or his assigns, as additional collateral security and party of the second part, or assigns, shall be entitled to possession of the said premises by receiver, or otherwise, at the option of the party of the second part.

It is further agreed and understood that in computing interest upon this loan in accordance with the stipulations of this bond, or this mortgage, such interest shall in no event nor in any wise directly or indirectly be excepted so as to exceed 10 per cent per annum.

5. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described and all renewal principal or interest notes, that a warrant be given in the event of any extension or time for the payment of said principal note, to evidence said principal or interest upon the date during the period of extension.

6. The parties of the second part, hereby agree in event action is brought to foreclose this mortgage that will pay at attorney's fee of Ten Dollars (10.00) and 10 per cent of the amount so recovered, plus an attorney's fee shall recover the same to be paid on the amount so placed in the hands of an attorney for collection, and the same shall become a part of the judgment and shall be added to the amount of principal and interest and judgment or decree rendered thereon.