

That if the said parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said party ^{party} of the second part, its successors or assigns, the principal sum of (\$350.00) Three Hundred and Fifty and no/100 Dollars, with interest and premium thereon at the office of the said second party in Denver, Colorado, according to the tenor and conditions of a certain First Mortgage Bond of even date herewith, for the said sum and interest and premium, executed and delivered by the said parties of the first part to the said party of the second part, contemporaneously with this instrument.

And, Shall pay all taxes and assessments of whatsoever kind levied and assessed : at any time upon said premises or against the legal holder of said Bond on account of this mortgage or the bond secured hereby, when the same shall become due, and pay or cause to be paid as they fall due the monthly installments on all shares of stock deposited with second party as collateral security to said loan, and procure, keep in force and deliver to said second party such policies of insurance as are satisfactory to it, against loss by fire, tronadoes, cyclones and windstorms, upon the buildings of said premises, in a sum at least equal to the face value of the said first mortgage bond secured hereby, with proper clauses thereto attached making the loss, if any, payable to second party, and all policies issued upon said buildings while this mortgage is in force thereon shall be approved by and delivered to said second party, and have its mortgage clause attached thereto, making the loss, if any, payable to second party, and shall place, keep and maintain the buildings and all other improvements now on said premises or hereafter placed thereon, in good repair at all times, and shall commit or suffer no waste or nuisance thereon, nor allow said premises to go unoccupied, and shall permit said second party by its officers and agents, to go upon said premises and repair the same whenever they deem it necessary for the protection of the property, and in case said premises are left unoccupied, to take possession of and rent the same and do such acts as may to them seem best for the protection of said property and the interest of second party 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 parties 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 premium and fines accrued thereon according to the terms and conditions of said first Mortgage Bond executed by said first parties bearing even date herewith and hereinbefore referred to, shall, at the election of the second party, its successors and assigns, and without notice to first party, 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 income thereof, and have full control of the same, so long as said default exists, and may apply to any judge or Court having jurisdiction to appoint and have appointed, a receiver to take charge of said property and to preserve the same and collect the rents and profits thereof, and may proceed to fore-close this mortgage and may have said property sold, and the proceeds thereof, together with the rents and profits, applied first in payment of the costs of suit, and in case of such foreclosure the Court may tax (\$50.00) Fifty and no/100 Dollars as attorney's fee for plaintiff in the action, and all moneys which may have been advanced by second party for