

and at ten percent. after maturity; said interest evidenced by interest coupon notes of even date herewith, as follows: One for ----- Dollars, due----- and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage are given for an actual loan of money by Lynde-Bowman-Darby Company to the party of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; and that the party of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit waste upon the premises; and will not do or permit any work or operations upon said premises by anyone whomsoever, which, in the opinion of the Lynde-Bowman-Darby Company, its successors or assigns, will materially depreciate this security. And it is expressly agreed by the said party of the first part that no building or other improvements shall be removed from said premises without first obtaining the written consent of Lynde-Bowman-Darby Company, its successors or assigns.

The party of the first part agree to procure and maintain insurance on the buildings located on the premises, in such companies as Lynde-Bowman-Darby Company shall elect, in the sum of not less than \$----- with premiums fully paid, and the policy or policies of such insurance shall be assigned to Lynde-Bowman-Darby Company, its successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of the failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated, or if the first party does or suffers to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, Lynde-Bowman-Darby Company, its successors or assigns, may pay such taxes and assessments and any other sums necessary to preserve the security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent.; and for all sums so paid and expended this mortgage shall stand as security.

Upon payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first party. But it is expressly agreed that upon a breach of any covenant, agreement or warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any interest thereon, or any tax or assessment, or to comply with any other requirements herein contained, then the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of Lynde-Bowman-Darby Company, its successors or assigns, and shall bear interest thereafter at the rate of ten per cent. and Lynde-Bowman-Darby Company, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest, and all costs and expenses, including attorney's fees of Twenty Five Dollars.

It is further agreed that in case Lynde-Bowman-Darby Company, its successors or assigns, shall hereafter appear in any court or tribunal whatever, in order to preserve or protect the title to or possession of said premises, then all costs and expenses, including reasonable attorney's fees incurred therein, shall at once become due and payable