

in a sum at least equal to the face value of the first mortgage bond secured hereby, with proper clause 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 other improvements now on said premises or hereafter placed thereon in good repair at all times, and shall commit or suffer no waste of 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 the property and the interest of the second party thereon, 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 the said first parties bearing even date herewith and hereinbefore referred to, shall, at the election of the second party, its successors or assigns and without notice to the 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, as 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 preserve the same and to 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 the payment of the costs of suit, and in case of such foreclosure the Court may tax (\$55) Fifty Five and no/100 Dollars as attorney's fees for plaintiff in the action, and all moneys which may have been advanced by second party for insurance, taxes or other liens and assessments, with interest thereon at ten (10) per cent. per annum, and which shall become a lien on said premises from date of advancement of same; second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon, and, third, the overplus, if any, to be paid to the first parties, their legal representatives or assigns.

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

AND THE SAID PARTIES OF THE FIRST PART for themselves and their heirs, executors, and administrators and assigns, do hereby covenant to and with the said party of the second part and its successors and assigns that they are lawfully seized of said premises in fee simple: That they have good right to sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that said parties of the first part will warrant and defend the same against all