

also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of said second party first had and obtained.

Upon payment of said promissory note according to the tenor and effect thereof being well and truly made, then in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties; but in case of failure or default in the payment of said promissory note when due, or any other part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the parties of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security and all such sums so expended shall bear interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed that in case the party of the second part its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent, thereafter, and that in case of a foreclosure thereof, and as often as any proceedings shall be had or taken to foreclose same the holder hereof may recover from the first parties an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood, that upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of the holder thereof, and shall bear interest thereafter at the rate of ten per cent per annum, and this mortgage shall stand as security therefore.

It is further stipulated and agreed, that in case the part of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted that all such costs and expenses incurred therein shall bear interest at Ten per cent, thereafter; and that in case of a foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same the holder hereof may recover from the first parties an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security