

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 party of the second part, by-1 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 collect the rents and incomes thereof and apply same upon the indebtedness secured hereby, and do such acts as may to them seem best for the protection of said property and the interest of party of the second part 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 party 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 condition of said FIRST MORTGAGE BOND executed by the said party of the first part, bearing even date herewith and hereinbefore referred to, shall, at the election of the party of the second part, its successors or assigns, and without notice to party of the first part, 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, or 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 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 payments of the costs of suit, and in case of such foreclosure the Court may tax (\$50-) Fifty and no/100 Dollars as attorney's fee for plaintiff in the action, and all moneys which may have been advanced by party of the second part for insurance, taxes and 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 party of the first part, his legal representatives or assigns.

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

AND THE SAID PARTY OF THE FIRST PART, For himself and his heirs, executors, and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns that said party of the first part is lawfully seized of said premises in fee simple; that said party of the first part has good right to grant, 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 the said party of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.