

sums of money and the interest to accrue thereon shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said promissory note is secured thereon then and in that case this deed shall become and be void, and the property herein conveyed shall be released at the proper cost of the party of the first part and his legal representatives. But if the said C. B. Paul his heirs executors or administrators shall fail to pay or cause to be paid to the said parties of the second part or to the legal holder of said note any of the principal sum payable thereby or any installment of interest thereon as the said said principal and interest and each and every one of them shall become due and payable by the tenor and effect of said note or shall fail to repay to said parties of the second part or to the legal holder of said note at the respective times when the principal sum payable thereby on any installment of interest thereon shall become due and payable as aforesaid, all and every such sum or sums of money as may have been paid by them or any of them for taxes and assessments or for premiums and costs of insurance or on account of or to extinguish or remove any prior or outstanding titles liens claims or incumbrances on the premises hereby conveyed with the aforesaid interest thereon then and in such case this deed shall remain in full force and virtue and the said promissory note with the interest accrued thereon with costs of protest and protest damages as provided by law and all moneys which may have been advanced and paid by the said parties of the second part or the legal holder of said note aforesaid with the aforesaid interest thereon shall thereupon each and every one of them become and be presently due and payable and this mortgage may be immediately foreclosed at the option of said parties of the second part. The legal holder of said note and said parties of the second part or the legal holder of said note shall become and be at once entitled to the possession of the above described premises and to have and receive all the rents and profits thereof. And the said party of the first part hereby expressly agrees that if suit be instituted on said note and for the foreclosure of this mortgage a sum equal to ten per cent upon the amount due on said note shall be added to the same, and included in any judgment rendered thereon as attorneys fees for collection and services. But if said suit after being instituted shall be settled before judgment is rendered then half said amount shall be paid as said attorneys fees. And said party of the first part hereby agrees to procure and