

Third. Said first party shall not suffer waste nor permit the buildings fences and improvements on said premises to depreciate by neglect or want of care.

Fourth. Said first party shall keep said premises free from all statutory liens claims of every kind and shall pay all sums necessary to protect the title or possession thereof and in case of failure to do so the said second party may pay off and procure a release of such claims or liens and recover of said first party the amount so paid and interest thereon at the rate of twelve per centum per annum from the date of such payment.

Now Therefore If the amount of said bond and coupons be paid when due, and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void. If however the said first party fails to pay any part of the amount of said bond or coupons within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by him herein or fails to make any partial payment upon said bond after giving notice that such payment will be made then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectable at once, and this mortgage may thereupon be foreclosed; and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of twelve per centum per annum, and the holder thereof may recover the whole amount of said bond with interest thereon at the rate of twelve per centum per annum from the date thereof less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid for taxes assessments, insurance, and to release or extinguish any statutory liens upon said premises or to protect the title or possession thereof, with interest thereon as provided herein and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

It is further stipulated and agreed by the first party that ^{for} the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a