

Ninth.— And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the building, or to reinsure the same, and deliver the policy or policies, properly assigned or pledged to the said Lombard Investment Company, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount, in such company or companies as he may select, and the said Lombard Investment Company may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first party; and it is further agreed, in the event of a loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead, of said first party, and as his agent and attorney-in-fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected towards the payment of the bond, interest coupons, and interest thereon; and if any or either of said agreements be not performed as aforesaid, then the said party of the second part, his endorsees or assignees may pay such taxes and assessments, or any part thereof, may effect such insurance, as hereinbefore agreed, paying the cost thereof, and may also pay the final judgment for any statutory lien claims, including all costs; and for the repayment of all moneys so paid, with interest thereon from the time of payment, at the rate of twelve per cent. per annum, payable semi annually, these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.