

made of the proceeds as above mentioned.

Fifth.— Said party of the first part hereby agree that in default of the payment of any sum hereby secured, when the same is due, or in default of the specific performance of any covenant herein contained, said party of the second part, or the legal holder hereof, shall be entitled to have and recover of and from the maker of the note hereby secured interest at the rate of twelve per cent. per annum, computed annually, on said principal note, from the date thereof to the time when the same shall be actually paid in full, first deducting from the amount of said interest such sums as may have been previously paid on account of interest, so that the total amount of interest from date of note to date of payment shall not be in excess of twelve per cent. per annum.

Sixth.— Said party of the first part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform or comply with any of the foregoing conditions or agreements, the said party of the second part, or the legal holder hereof, shall have immediate possession of the premises hereinbefore described, and all the rents, profits and emblements thereof, and the whole sum of money hereby secured shall, at the option of the legal holder hereof, become due and payable at once, without notice.

And the said party of the first part, for said consideration, do hereby expressly waive an appraisement of said