

one entitled to the full possession of said premises, and all the emblements thereon, and to have and receive all the rents, issues and profits thereof, and have full power to control the same, and especially to prevent all waste of whatever nature, by any person whomsoever, upon all or any part of said premises. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained the said parties of the first part agree to pay to the said party of the second part, or the legal holder of said note, 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 money shall be actually paid.

Any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of twelve per cent. And the said party of the first part hereby expressly agree that if suit be instituted on said promissory 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 attorney's fees for collection and service. But if said suit, after being instituted, shall be settled before judgment is rendered, then half said amount shall be paid as said attorney's fee.

And The said party of the first part hereby agree to immediately procure and to maintain, without lapse, policies of insurance on the buildings on said premises in the sum of Three Hundred dollars, in such companies as the said party of the second part shall elect, each policy to be made payable in case of loss,