

every kind; and if any or either of said agreements be not performed as aforesaid, then said party of the second part may pay such taxes and assessments or any part thereof, and may effect such insurance for said purpose, paying the cost thereof, and may also pay the final judgement for any statutory lien, including all costs; and for the repayment of all monies paid in the premises, with interest thereon from the time of payment at the rate of six per cent (6%) per annum, these presents shall be security in like manner and with like effect as for the payment as under the Trust Indenture provided. 593

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said mortgagee reasonable attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition foreclosure, and the same shall be a futher charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgement or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby' secured.

Now, if said first party shall pay or cause to be paid each and all of said bonds, together with interest thereon according to their terms and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent (10%) per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holders of said bonds or the Trustee holding this mortgage may elect to declare the whole sum or sums and interest due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession.

Said first party waives notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation, and appraisement laws. Said first party does also specifically waive all right of redemption, whether statutory or equitable.

IN WITNESS WHEREOF, the said first party has hereunto caused the hand of its president to be placed, and the seal to be affixed the day and year first above written.

CHURCH Lawrence Heights Christian Church

arlene E. Higley

and Coland Ohrenberg