

thereby, or interest thereon, or if the covenants under the agreement for warranty deed are not fully performed, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the parties of the second part, their heirs and assigns, to take possession of the said premises and all the improvements thereof in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to pay the amount owing on the agreement for warranty deed, to retain the amount then unpaid of principal and interest, owing on the note secured hereby, together with the cost and charges incident thereto, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the first party. Mortgagor hereby expressly waives all rights of redemption and agrees to surrender possession of the mortgaged premises to the purchaser upon confirmation of the sale of the premises in satisfaction of any judgment foreclosing the mortgage debt hereby secured.

It is agreed that in the event of default, the parties of the second part shall have the right to proceed against the security given by this indenture, and shall be entitled to receive from the security, in the event of default, foreclosure, and sale, the amount then owing on the note secured by this indenture.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein