

and stay laws waived.

Now, If said Herbert W. BeBand and Florence B. BeBand shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon according to the terms and tenor of the same; then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid, when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents do become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree upon default of the above covenants and conditions, or any or either of them, to pay the sum of Ten Dollars to the mortgagee or its assigns, as attorneys fees, for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage. All appraisement and stay laws are hereby expressly waived.

And the said parties of the first part for themselves and their heirs, do hereby covenant to and with said party of the second part, its executors, administrators or assigns that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear from all incumbrances, and that they will; and their heirs, executors and admin