

case of loss, to the mortgager or his assigns.

Now, if the said party of the first part shall well & truly pay, or cause to be paid, the said sum of money in said Note mentioned, and the interest thereon, according to the tenor & effect thereof, and if the agreements above noted shall be faithfully kept, then these presents shall be null & void. But, if said sum of money, or any interest thereon, is not paid when the same is due & payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured as hereinbefore set forth, then, in either of these cases, the whole of said sum mentioned in said Note, together with the interest thereon, shall and by this indenture does immediately become due & payable; but the legal holder of this mortgage may at his option, pay or cause to be paid the said taxes and assessments so due and payable, and such premiums and charges for insurance, as the mortgagor shall neglect or refuse to pay, as hereinbefore set forth, and charge them against said part of the first part, and the amount so charged shall be an additional lien upon the said mortgaged property, & may be enforced & collected in the same manner as the principal debt hereby secured, together with interest at the rate of twelve per cent. per cent. per annum, payable semi-annually, until fully paid and discharged; but whether the party of the second part elect to pay such taxes, assessments and insurance or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said Note, & the whole of said sum, shall immediately become due & payable, and said mortgagor or his assigns may immediately cause this mortgage to be foreclosed, & shall be entitled to the immediate possession of the premises, and the rents, issues & profits thereof. And said party of the first part hereby promise & agree to and with said party of the second part, that in any action that may be brought for any amount that may be due & unpaid upon said Note, or by virtue of any provision of this mortgage, or to enforce the same, the party of the second part, or his assigns, shall be entitled to and may have, recover and receive of & from said party of the first part, ten per cent. upon the amount due & recoverable at the time the petition or bill of complaint to foreclose this mortgage is filed in the proper court, as & for fees and compensation of the attorney or attornys of the party of the second part or his assigns, for services in such action, and such amount, together with interest at the rate of twelve per cent. per