

when the same becomes due and payable, and if they fail to pay the same as aforesaid, or fail or neglect to keep and fulfill the covenant to warrant and defend said premises against the claims of all persons whomsoever, or fail to perform any of the covenants contained in said bond. Then upon the violation of any of said covenants or agreements, the whole amount of said bond at the option of the lawful holder thereof, or of the party of the second part, its successors or assigns, shall be and become due and collectible at once, anything hereinbefore or in said bond contained to the contrary notwithstanding; and the said party of the second part, its successors or assigns, may proceed at once to foreclose this mortgage, and sell the mortgaged property, or so much thereof as may be necessary to satisfy said debt, interest, and costs, and all taxes, expenses, public rates, or assessments that may be due thereon with costs of protest and damages, as provided by law, which costs, taxes, expenses, public rates, or assessments, shall be secured by this mortgage together with twelve per cent. per annum thereon, and also be included in judgment in such foreclosure case. And in case of default of payment of any interest coupon herein covenanted to be paid, for the period of ten 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 party of the second part, its successors or assigns, interest at the rate of twelve per cent. per annum upon said principal sum of \$200, from the time when the same was advanced by the party of the second part, and interest shall be so computed and any payments 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 in case of default of any of the above covenants and conditions the party of the second part, or the legal holder of said bond shall become and be at once entitled to the possession of the premises described in this instrument, and to have received all of the rents and profits thereof.

All appraisement laws are hereby expressly waived.

In witness whereof, we have hereunto set our hands and seals on the day and year first above written.

Attest

Geo. L. Keith

Louisa Benick

A. M. Millen Benick

Seal

Seal

The following is contained in the original instrument
I hereby acknowledge the within described note and
mortgage fully paid
Darius Warrell