

improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing of fences on the place, and such as shall be necessary for fire wood for the use of the grantor's family; and the commission of waste shall at option of the mortgage render this mortgage due and payable.

Ninth- And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings on said premises, or to reinsure the same, and deliver the policy or policies properly assigned or pledged to the said James T. Tombard, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount, in such company or companies as he may select, and the said James T. Tombard may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first party; and it is further agreed, in the event of a loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his agent and attorney-in-fact, sign and indorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected towards the payment of the bond, interest coupons and interest thereon; and if any one either of said agreements be not performed as aforesaid, then the said party of the second part, his indorsers or assignees may pay such taxes and assessments or any part thereof, may effect such insurance, as hereinbefore agreed, paying the cost thereof, and may also pay the final judgment for any statutory lien claims, including all costs; and for the repayment of all moneys so paid, with interest thereon from the time of payment, at the rate of 10 per cent per annum, payable semi-annually, these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.

Tenth- The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured may, at the option of the legal holders of the note hereby secured, and at their option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with statutory damages in case of protest, and said second party, or any legal holder hereof, shall at once upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part hereby expressly waives an appraisal of said Real Estate, should the same be sold under execution order of sale.