

or money paid on adverse titles, claims and incumbrances, are not paid when the same are due and payable, then or in either of such cases, the said principal notes with the interest thereon, shall, and by this indenture does, at the option of the legal holder of said notes, to be at any time thereafter exercised without notice to said first parties or their representatives become immediately due and payable.

And in case of default by said first parties in the payment of said indebtedness or any part thereof, or of any interest thereon, when due and payable, or any taxes or assessments levied on said premises, when by law required to be paid, or of charges for insurance, or of any money advanced to pay off adverse titles, liens, claims or incumbrances, by said second party or by any holder of said notes or the performance of any covenant herein contained the said first parties agree to pay the legal holder of said notes interest at the rate of ten per cent. per annum, computed annually, on said principal note, from date until paid, any payments on account of interest to be credited in such computation, so that the total interest collected shall not exceed the legal rate of ten per cent.

And upon such default said second party, or his successors, shall be at once entitled to the possession of said premises, and all emblements thereon and to have and receive all rents, issues and profits thereof, to control said premises and prevent any waste thereon, and shall at the request of the legal holder of said notes proceed at once to foreclose this deed in his own name, or otherwise, in any court having jurisdiction, and to obtain a decree for the sale of said premises and all emblements thereon, by himself or his successors, or by a sheriff, special Commissioner or Master in Chancery, under order of the court, and out of the proceeds of sale and of the rents, issues and profits of said premises, if any, received by him, shall be paid all costs of said suit, including commissions at the rate allowed by law to sheriffs for making such sales; next, all costs and expenses of executing this trust, including a sum equal to ten per cent. of the amount of such indebtedness as a further compensation to the trustee for his services; next, all sums due said second party or his successors, or the legal holder of said notes for money advanced for taxes, insurance, payment of adverse titles, liens, claims or incumbrances, with ten per cent. interest from date of advancement until repaid; next, said indebtedness with interest and costs and the remainder to the said first party or their legal representatives.

Said first parties agree to keep the buildings erected or to be erected on said land insured to the amount of nine hundred dollars, to the satisfaction of and for the benefit of legal holder of said notes from this time until said notes and all liens by virtue hereof are fully paid, and in default thereof said second party or the legal holder of said notes may effect such insurance.

It is further agreed that should said second party, or his successors, or the legal holder of said notes at any time advance money to pay insurance on said premises, or taxes thereon or to redeem the same from tax sale or otherwise protect the title thereto, or if they, or either of them, shall be made party to any suit respecting the same, they shall be allowed their reasonable costs, charges and attorney or solicitor's fees paid by them.