

to sell and dispose of the same, and all benefit and equity of redemption of the said parties of the first and second parts, their successors or assigns therein, by public auction, according to the act in such case made and provided, And as the attorney of the said parties of the first and second parts, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said note, and a reasonable attorney's or solicitor's fee whether the proceedings of foreclosure shall be in law or equity, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there shall be) unto the said party of the first part, its successors or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said parties of the first and second parts, their successors and assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under it, them or either of them, And it is further agreed, that appraisement is hereby waived. The parties hereto further agree that if default shall be made in the payment of any tax or assessment or other public charge on the premises hereby granted, that then and from thenceforth, it shall be lawful for the said party of the third part, its successors and assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same and all benefit and equity of redemption of the said parties of the first and second parts, their successors or assigns, therein by public auction according to the act made and provided. And it is expressly agreed, by and between the parties to these presents that the said parties of the first and second parts shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss and damage by fire, in and by some incorporated company to be selected or approved, and in an amount to be approved by the said party of the third part, and will assign the policy thereof to the party hereto of the third part, and in default thereof, it shall be lawful for the said party of the third part to effect such insurance, and the premium or premiums paid for effecting the same with interest thereon shall be a lien on the said mortgaged premises, added to the amount of the said note, and secured by these presents, and