

part or to the legal holder of said note at the respective times when the principal sum payable thereby or any installment of interest thereon shall become due and payable as aforesaid all and every such sum or sums of money as may have been paid by them or any of them for taxes and assessments or for premiums and costs of insurance or on account of or to extinguish or remove any prior or outstanding titles liens claims or incumbrances on the premises hereby conveyed with the aforesaid interest thereon then and in such case this deed shall remain in full force and virtue and the said promissory note with the interest accrued thereon with costs of protest and protest damages as provided by law and all moneys which may have been advanced and paid by the said party of the second part or the legal holder of said note aforesaid with the aforesaid interest thereon shall thereupon each and every one of them become and be presently due and payable (and this mortgage may be immediately foreclosed) at the option of said party of the second part or the legal holder of said note shall become and be at once entitled to the possession of the above described premises and to have and receive all the rents and profits thereof and in case of default in the 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 or his administrators or assigns interest at the rate of twelve per cent per annum upon said principal sum of two thousand dollars from the time when the same was advanced and loaned 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 All appraisement and stay laws are hereby expressly waived but they agree that it shall be at the option of the holder of the note hereby secured to avail himself of this waiver or not as he may elect at the time judgment of foreclosure is entered should this mortgage be foreclosed

and the said parties of the first part for themselves and their heirs executors and administrators covenant to and with the said party of the second part that the said parties of the first part is lawfully seized in fee of the premises hereby conveyed and he has good right to sell and convey the same as aforesaid that the said premises are free and clear from all incumbrances that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whatsoever