

hereby: then, and in such case, this deed shall remain
in full force or virtue, and the said promissory note and
all the interest notes, with interest accrued thereon and
the costs of protest, together with all moneys advanced or
paid by the said party of the third part, or the legal
holder of said note for any of the purposes above mentioned
with interest thereon at twelve per cent. per annum from
date of advancement, shall, each and every one of them
become, and be at once due and payable at the option
of said party of the third part or the legal holder of said
note in case of default of payment of any sum herein
covenanted to be paid, for the period of thirty days after
the same becomes due or in default of performance of
any covenants herein contained, the said parties of the
first part agree to pay to the said party of the third
part, or legal holder of said note, interest at the rate
of twelve per cent. per annum, computed annually on
said principal note from the date thereof to the time
when the money shall be actually paid. 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 the said party of the second part, or his
successors in trust, shall become and be at once entitled
to the full possession of said premises and all the
emblument thereon and to have and to receive all the
rents, issues, and profits thereof and have full power
to control the same and especially to prevent all waste
of whatever nature, by any person whosoever, upon all
or any part of said premises and upon application of the
said party of the third part or the legal holder of said
promissory note shall proceed at once to foreclose this
deed, in his own name, or otherwise by suit in any
court of competent jurisdiction and to obtain a decree
for the sale and conveyance of said premises, and the
embluments thereon, by said party of the second part
or his successors in trust as such trustee or as special
commissioner under any order of the Court, and out of
the proceeds of said sale to pay first all costs of
said suit including such commissions on said sale