

made of the proceeds as last above mentioned; and in the event of a failure of this agreement said second party may thereupon declare the whole sum of money hereby secured due and payable at once, and this mortgage may thereupon be foreclosed, or said ^{first} party may elect to procure such insurance and shall be entitled to collect the costs thereof, together with ten per cent interest per annum, from said first parties and this mortgage shall stand as security for the amount so paid with interest.

Fifth. The said first parties agree that if they shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due or is declared due, or shall fail to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money herein secured may thereupon, without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed 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 forthwith, upon the filing of a bill for the foreclosure of this mortgage, be entitled to the immediate possession of said premises, and may at once take possession thereof and receive and collect the rents, issues, and profits thereof. In the event of a foreclosure of this mortgage, this entire transaction shall be held, adjudged and construed to be a loan of four hundred and sixty and $\frac{40}{100}$ Dollars, with interest from the date hereof at the rate of ten per cent per annum, payable monthly, and all payments that have been made in hours of the interest shall be deemed and held to be payments on the principal, and shall be deducted therefrom, and the balance remaining unpaid at date of default shall bear interest at the rate of ten per cent per annum until paid.

For value received the said parties of the first part do hereby expressly waive all benefits of the