

the rate of ten per cent per annum, and this mortgage shall stand as security.. therefor.

Fourth, The said first parties agrees to keep the buildings walks, fences and other improvements on said premises in good repair and condition, and will permit no waste or destruction thereof, and will give the fruit and shade trees and shrubbery growing upon said premises proper care and attention, and will not permit their injury or destruction by neglect or misuse; and further that they will, at their own expense, until the indebtedness named herein is paid in full, keep the buildings now on said premises, or which may hereafter be erected thereon, insured in such company as said second party may designate, for the sum of One thousand Dollars, against loss by Fire And Tornado, with loss, if any, made payable to said second party or assigns. And it is furthered agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receiveable thereon, and apply the same, when received, to the payment of said notes together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said notes may deliver said policy to said parties of the first part, and require the collection of the same and payment 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 second 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 party, and this mortgage shall stand as security for the amount so paid with interest.

Fifth, The said first parties agrees that if they shall fail to pay any or 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