

further to pay all costs, expenses and attorney's fees which may be made or incurred by said party of the second part, its successors or assigns, in or on account of any litigation or legal proceedings, (other than such as may be commenced by said party of the second part, its successors or assigns, for the enforcement of this mortgage) which shall involve in any way the debt or moneys hereby secured, or the aforesaid described premises, or this mortgage, whether the same be instituted by a party or parties to this instrument or by some other person or persons, and in case of the failure to keep or continue such insurance as above provided, or in case of non-payment of any such taxes or assessments when the same shall become due and payable, or any lien claim, or in case of the failure to pay all prior liens against said property, as above provided, or in case of the failure to pay all costs, expenses and attorney's fees on account of any litigation or legal proceedings involving the debt or moneys hereby secured, or the aforesaid described premises, or this mortgage, as above provided, the said party of the second part, its successors or assigns, may effect such insurance, and may pay such taxes and assessments, with the accrued interest, officer's fees and expenses thereon, the parties of the first part hereby waiving all irregularities, defects and informalities in such taxes and assessments and in the assessments upon which such taxes are based, and may pay all lien claims and prior liens on said property with any interest charges and costs thereon, and may pay all costs, expenses and attorney's fees made or incurred in litigation or legal proceedings involving the debt or moneys hereby secured, or said premises, or this mortgage, as above provided, and the amounts or sums so paid for premiums and expenses of insurance, and for all such taxes and assessments, officer's fees and expenses on account thereof, and for any lien claims or prior liens on said property, with any interest charges and costs thereon, and for any costs, expenses and attorney's fees made or incurred in litigation or legal proceedings involving the debt or moneys hereby secured, or said premises, or this mortgage, as above provided, shall be immediately paid to said party of the second part, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the moneys secured hereby, and from time to time of the payment thereof by the said party of the second part, its successors or assigns, the sums so paid shall bear interest at the same rate as the principal debt hereby secured; and the said parties of the first part, for themselves, their heirs, executors, administrators and assigns, covenant and agree with the said party of the second part, its successors or assigns, that, at the time of the ensealing and delivery of these presents they are the true, lawful and rightful owners and proprietors of the said premises above described