

the party of the second part in said premises, and procure and deliver the receipts therefor as aforesaid, and shall pay all lien claims and prior liens against said property, and pay all costs, expenses and attorney's fees on account of any litigation or legal proceedings involving in any way the debt or moneys hereby secured, or the aforesaid described premises or this mortgage, as hereinbefore provided then these presents and the said note, shall cease and be null and void; But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes or assessments aforesaid, lien claims or prior liens against said property, or costs expenses and attorney's fees on account of litigation or legal proceedings involving the debt or moneys hereby secured or the aforesaid, described premises, or this mortgage) at the time or times when the same shall become due, agreeably to the terms and conditions of these presents, or of the aforesaid note, or in case of any neglect or refusal to keep said building or buildings insured and deposit the policies of insurance as aforesaid, then in such case the whole amount of said principal sum shall at the option of the said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of the exercise of such option being hereby expressly waived), and the same, together with all sums of money which may be paid by said party of the second part, its successors or assigns, for or on account of insurance, taxes, assessments, lien claims or prior liens, and for costs, expenses and attorney's fees in litigation or legal proceedings involving the debt or moneys hereby secured, or said premises, or this mortgage, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur, as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments, lien claims or prior liens, and officers' fees and expenses on account thereof, and for costs, expenses and attorney's fees in litigation or legal proceedings involving the debt or moneys hereby secured, or said premises, or this mortgage, with interest at the rate aforesaid; and it shall be lawful in such case for the said party of the second part, its successors or assigns, to grant, sell and convey the said real estate, with the appurtenances thereunto belonging, at public auction or vendue, and on such sale to make and execute to the purchaser or purchaser, his her or their heirs and assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that they will pay to the said party of the second part, its successors or assigns, all expenses incurred in procuring and continuing abstracts of title for the purposes of the foreclosure suit, and will pay in addition to the taxable costs in such suit, an adequate and reasonable sum as a solicitors or attorney's fee the amount thereof to be affixed by the court, and to be included, with