

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 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 <sup>any</sup> 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 purchasers, his, her or their heirs and assigns forever, good and sufficient deed 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 solicitor's or attorney's fee, the amount thereof to be fixed by the court, and to <sup>be</sup> included with the expenses for abstracts above mentioned, in the judgment or decree. And said parties of the first part further covenant and agree that, upon the commencement of any action to foreclose this mortgage, or at any time thereafter during the pendency of such action, the court in which such action is brought may at once and without any notice to said parties of the first part, or any party claiming under said