

or in case of the failure to pay all costs, expenses and attorneys 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, officers 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 attorneys 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 or assessments officers 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 the 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 the 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 and assigns, that, at the time of the enrolling and delivery of these presents they are the true, lawful and rightful owners and proprietors of the said premises above described and every part thereof, and are seized of a good, sure, perfect and indefeasible estate of inheritance therein, in fee simple; that they have good right, full power and lawful authority to grant, bargain, sell and convey the said premises and every part thereof to the said party of the second part, in manner and form aforesaid; that the said premises are free and clear from all taxes, liens and incumbrances whatsoever; and that the said parties of the first part will ever warrant and defend the same to the said party of the second part its successors and assigns, against all claims whatsoever. PROVIDED ALWAYS: and these presents are upon this express condition, that is Peter E. Emery one of said parties of the first part his heirs, executors or administrators shall pay or cause to be paid to the said party of the second part, its successors or assigns, the