

successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time ordinary wear and tear only excepted and shall keep said premises free from all statutory liens; and upon demand by said party of the second part its successors or assigns shall pay all prior liens if any which may be found to exist on said property and all expenses and attorney's fees incurred by said party of the second part its successors or assigns by reason of litigation with third parties to protect the lien of this mortgage all of which said parties of the first part hereby agree to do, then these presents to be void, otherwise to remain in full force.

It is agreed that if insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens taxes special assessments expenses or attorney's fees above specified shall not be paid as hereinbefore provided the said party of the second part its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens expenses and attorney's fees and all such payments with interest thereon from the time of payment at the rate of ten per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure to comply with any or either of the terms or conditions of this mortgage then the said note and the whole indebtedness secured by this mortgage including all payments for taxes assessments insurance premiums liens, expenses and attorney's fees hereinabove specified shall at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expressly waived) become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure any court of competent jurisdiction upon application of the party of the second part its successors or assigns or the purchaser at such sale may at once and without notice to the parties of the first part or any person claiming under them a receiver for said premises to take possession thereof to collect the rents issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire and, out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that the parties of the first part will repay the part