

thereinbefore contained, to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice.

Now if the said parties of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned with the interest thereon according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money or any interest thereon is not paid when the same is due and payable or if any taxes or assessments levied against said property are not paid when the same are payable then in either of these cases the whole of said sum mentioned in said note together with the interest thereon shall and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns to be at any time thereafter exercised without notice to the parties of the first part but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due and payable and charge them against said parties of the first part and the amounts so charged shall be an additional lien upon the said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured together with interest at the rate of 12 per cent per annum payable semi-annually until fully paid and discharged but whether the party of the second part elect to pay such taxes and assessments or not it is distinctly understood that in all cases of delinquency as above enumerated then in like manner the said note and the whole of said sum shall immediately become due and payable and said mortgagee or his assigns may immediately cause this mortgage to be foreclosed and shall be entitled to the immediate possession of the premises and the rents issues and profits thereof. And said parties of the first part hereby promise and agree to and with said party of the second part that in any action that may be brought for any amount that may be due and unpaid upon said note or by virtue of any of the provisions of this mortgage or to enforce the same the party of the second part or his assigns shall be entitled to and may have recover and receive of