or any part thereof when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs, executors, administrators and assigns, may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, administrators, executors or assigns, shall have the right to have included in the judgment which may be recovered a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which said party of the second part, his heirs, executors, administrators and assigns, may be obliged to make for him or his security by insurance or on account of any taxes, charges, encumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured to the full insurable value, payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns, shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above-described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Parties of the First Part

Mortgage GRUBB - JAMES Page 3.