

38-468

monthly payment called for in that certain note and mortgage in the sum of \$5100, dated October 24, 1958, between these parties and covering the same property, it being understood that the net effect of this mortgage is to increase the unpaid balance of said \$5100 mortgage by \$1500 so that the monthly payments made upon said \$5100 mortgage hereafter shall include interest on a deferred balance which includes the said additional \$1500. The parties of the first part shall have the privilege of paying a larger sum or the entire balance of principal and interest due at any time without prejudice or penalty, and these presents shall be void if such payments be made according to the terms and conditions of the promissory note aforesaid.

But in case default be made in the payment of said promissory note 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 in-