

ten per cent for annum until paid. And in Court suit or action is, constituted to collect this note or any portion thereof. I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees, in said suit or action.

Dec. Oct. 17/89 (Signed)

Mary E. Cunningham
Michael J. Cunningham

And the payment of said note shall render void this Indemnity, but in case default is made in the payment of the principal or interest in said note appraised, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made shall become due and payable, and the party of the second part may foreclose this Mortgage at any time thereafter. And party of the first part covenants to pay the sum and interest named in said note. And it is further expressly agreed between the parties to this Mortgage that if the party of the second part is compelled to foreclose this Mortgage by reason of non-payment of said note or any portion thereof then in addition to the sum found due at the time of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys fees, in said suit or action, in addition to costs and disbursements allowed by the Code of Civil Procedure, and the Court making the decree of foreclosure, is authorized to include, in such decree the sum aforesaid, upon demand of Plaintiff in such foreclosure suit. In Witness Whereof the said party of the first part have hereunto set their hands and seals.

Signed, sealed and delivered
in presence of
John M. New
E. M. Green

Mary E. Cunningham Esq.
M. J. Cunningham Esq.