

re-insure the same and deliver the policy or policies, properly signed or pledged to the said party of the second part before noon on the day of which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents to insure or re-insure said buildings for said amount in such company or companies as he may elect, and the said second party shall sign all papers and applications necessary to obtain such insurance in the name, place, and stead of the first parties, and it is further agreed in the event of loss under such policy or policies and said party of the second part shall have full power to demand, receive, collect and settle the same, and for that purpose may in the name, place and stead of the said parties of the first part and as their agent and attorney in fact sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and to apply the amount so collected towards the payment of the principal and interest due upon the note secured by this mortgage and if any or either of said agreements be not performed as aforesaid then the said party of the second part, his heirs or assigns may pay such taxes and assessments or any part thereof, effect such insurance as hereinbefore agreed, paying the costs thereof and for the repayment of all money so paid with interest thereon from the time of payment at the rate of 10 per cent. per annum, these presents shall be security in like manner and with like effect as for the payment of said note and interest thereon.

Sixth. And the parties of the first part agree that if they shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or shall fail to comply with any of the foregoing covenants, the whole sum of money herein secured shall forthwith become due and payable and this mortgage may thereupon be foreclosed immediately for the whole of said money, interests and costs.

Seventh. It is further agreed that in case of foreclosure being instituted to collect the amount due under this mortgage or any part thereof there shall be taxed as part of the costs thereof such sum as the court may adjudge reasonable as attorneys fee for such foreclosure proceedings, which shall become due and payable upon the filing of a complaint to foreclose this mortgage, and such attorneys fee shall be an additional lien upon said mortgaged premises, and shall be secured and become part of the debt due under this mortgage.

Eighth. And it is expressly agreed, and said first parties hereby consent that in case of foreclosure of this mortgage and sale of said premises thereunder, and the application of the proceeds of said sale prop-