

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 the parties of the first part covenant that said John M. Coulter is the owner, and seized in fee simple of said real estate, and that he and his wife will pay all of said sums of money, principal and interest, specified in said note, at the times therein designated. 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 the non-payment of said note, or any portion thereof, or of any installment of interest as aforesaid, then in addition to the sum found to be due at the time of foreclosure aforesaid the holder of said note shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees in said suit or action, in addition to the costs and disbursements allowed by the Code of Civil Procedure; and shall also recover any and all sums of money which the said party of the second part, or the holder of said note, may have advanced for taxes or on any part of said land or upon all of it, should any become delinquent with interest thereon at the rate of ten per cent per annum under the Statute provided in the Acts of the year 1899, at page 294 Section 11 thereof. It is further specially agreed between the said John M. Coulter and his wife Florence T. Coulter, and the said party of the second part, or the holder of said note, that in case of foreclosure of this mortgage, as aforesaid, and sale of aforesaid premises, should said premises not sell for sufficient to pay said debt, attorney's fees taxes and costs, then the aforesaid John M. Coulter and his said wife consent that a deficiency judgment shall be entered against them, or either of them for said deficiency in accordance with the Statute in such case made and provided in said Acts at page 85 of section 2 thereof; and that should said mortgaged premises under such foreclosure sell for more than enough to pay said note, with interest, and said attorney's fees taxes and costs, the balance remaining after such disbursements shall have been made shall be paid to the said John M. Coulter and his said wife, or to either of them, in accordance with the Statute in such case made and provided.

In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year