

able at once, or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of 12 per. cent. per annum, and this conveyance shall stand as security for the amount so paid, with interest.

Fourth. - The said first parties agree to keep all buildings, fences, and other improvements on said Real Estate in as good repair and condition as the same are at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Fifth. - The said first parties agree that they will, at their own expense, during the continuance of this loan, if so requested by the holder of this conveyance, keep the buildings on said land insured in some responsible company for such an amount as such buildings will bear, with loss, if any, payable to said second party herein, or her assigns, as interests may appear; and in default of so doing, said second party may effect such insurance, and the amount so paid therefor shall be deemed to be secured by these presents, to be collected in like manner as the moneys mentioned in said note; or said second party, on the failure of said first parties to insure as aforesaid, may, immediately on such failure, declare the whole sum hereby secured due and collectable, and may proceed to foreclose this mortgage as hereinafter provided.

Sixth. - The said first parties agree that if the makers of said notes shall fail to pay any of said money, either principal or interest, within five days after the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured may (without notice to said first parties), at the option of the said second party or her assigns, and at her option only, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with statutory damages in case of protest, and said second party, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof, and that upon the filing of a bill for the foreclosure of the mortgage, an attorney's fee of One Hundred Dollars shall become due and payable, and shall be by the Court taxed, and this mortgage shall stand as security therefor, and the same shall be included