aforesaid premises. Said party of the second part, his heirs, executors, administrators or assigns, may at his option deliver said policy or policies to the parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. It is expressly agreed that if the said parties of the first part, shall fail or neglect to insure said buildings, the said party of the second part, his heirs, executors, administrators or assigns, may effect such insurance, and the premium or premiums paid therefor shall bear interest and be secured and repaid at the same time and in the same manner as is hereinbefore designated for insurance premiums. And the parties of the first part further agree that if suit is instituted to foreclose this mortgage by reason of nonpayment of said note or any of the coupons, or for breach of any of the covenants herein contained, the said party of the second part, his heirs executors, administrators or assigns, shall be entitled to recover as attorney's fees in said suit such a sum as the Court may adjudge reasonable, in addition to the costs and disbursements allowed by the code of civil procedure. The said parties of the first part covenant and agree to pay all the indebtedness hereby secured, including all such sums which may have been advanced by the said party of the second part, his heirs, executors, administrators or assigns, to discharge said premises from the lien of said taxes or assessments, or other incumbrances of whatever nature or kind or on account of any insurance against loss by fire, or of such repairs, or prevention of waste, as may have been deemed necessary by the said party of the second part, his heirs, executors, administrators or assigns.

Now if the said parties of the first part shall well and truly pay, or cause to be paid, said promissory note with interest thereon, according to the tenor and effect thereof, and shall repay to the party of the second part, his heirs, executors administrators or assigns, all sums of money paid by the party of the second part, his heirs, administrators, executors or assigns, for the purposes hereinbefore mentioned, and shall keep and perform all the foregoing conditions and agreements then this mortgage shall be void, and the property herein conveyed shall be released by the said party of the second part, his heirs, executors, administrators or assigns, at the proper cost of the party of the first part.

And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant to and with the said party of the second part, his heirs, executors, administrators or assigns, forever, and to and with any person or persons, who may purchase said premises at any sale made under foreclosure of this mortgage, that the said parties of the first part are lawfully seized in fee simple of the premises hereby conveyed, and have good right to mortgage the same as aforesaid, that the said premises are free and clear from all incumbrances; that they will and their heirs, executors and administrators shall forever warrant and defend the title of said premises against the lawful claims and demands of all