

and disbursements provided by statute, such additional sum, in like Gold coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

Copy

Jacob Andryczak.

And Whereas, the said party of the first part has covenanted and agreed and does hereby covenant and agree, to pay all said sums of money, the principal and interest specified in said note, at the times therein designated and to keep up and maintain in present condition the improvements on said premises and to pay all taxes, assessments, mechanics liens and encumbrances, and liens of every kind, which may by law become due and payable on said premises, also all taxes which may be levied or imposed on this mortgage, or the moneys thereby secured, and also that the said party of the first part will not commit nor suffer any waste upon said premises, and that he will not cut, or permit to be cut, any of the timber upon said described premises, except as may be necessary for ordinary family use, and to keep the said premises in a reasonable state of repair.

Now Therefore, if the said party of the first part shall pay said promissory note in accordance with the terms thereof, both principal and interest, and all taxes, assessments, insurance, mechanics liens, and all other encumbrances and liens, in accordance with the terms of this mortgage, and shall fully satisfy and comply with the covenants heretofore set forth, then this mortgage conveyance to be void and of no effect, but otherwise remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof, and a performance of the conditions and agreements herein contained and as such to be subject to foreclosure; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due and payable, or to perform any agreement herein contained, shall give to the party of the second part, his heirs, executors, administrators or assigns, the option to declare the whole amount due on said note or unpaid thereon, or on this mortgage, at once due and payable, and this mortgage by reason thereof may be foreclosed at any time thereafter, and that if the said party of the first part shall fail to pay taxes, assessments, insurance, mechanics liens or other encumbrances or liens, as herein provided to be done, the party of the second part, his heirs, executors, administrators or assigns shall have the option to pay the same, and the payment so made shall be added to and become part of the amount secured by this mortgage, and draw interest at the rate of 8 per cent per annum, payable at the time of other interest payments herein, without waiver however, of any rights arising from breach of any of the covenants herein.

It is further expressly agreed: 1st. That in case of filing a complaint to foreclose this mortgage, the Court may, on motion of the party of the second part his heirs, executors administrators or assigns, appoint a receiver to collect rents and profits arising out of said premises during the pendency of such foreclosure, and such rents and profits shall be applied in payment Pro tanto of the amount due under this mortgage. 2nd In the event of the institution of a suit to foreclose this mortgage, the said party of the first part shall pay such sum as the Court may adjudge reasonable as attorney's fees in said suit, and the same shall be a lien upon said described premises; which said fee shall be due when suit is begun and shall be recovered whether final decree is entered or not, and as a part of the costs of the commencement of said suit.

In Witness Whereof, the said party of the first part has hereto set his hand