

receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure proceedings, and the net amount of such rents and profits, after paying the expenses of such receivership, and all other costs and expenses, shall be applied in payment pro tanto of the amount due this mortgage. And the said parties of the first part hereby agree to procure said insurance through the said party of the second part, his heirs, executors, administrators or assigns, or agents, as insurance agents or brokers, a policy or policies of insurance on the buildings erected and to be erected upon said premises, in some responsible insurance company to be named by the said party of the second part, his heirs, executors, administrators, or assigns, to the amount of Two Thousand £82000.00 Dollars, less, if any, payable to the said party of the second part, his heirs, executors or assigns, and it is further agreed that the said party of the second part, his heirs, executors administrators or assigns, may hold every such policy of insurance as collateral or additional security for the payment of said indebtedness, and shall have the right to collect and receive all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have such buildings repaired, or new buildings erected on the 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 sums, and payment made of the proceeds as last above mentioned. It is expressly agreed that if 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 therefore shall bear interest and be accrued and paid the same time and in the same manner as hereinbefore specified for insurance premiums. And the parties of the first part further agree that if such is instituted to foreclose this mortgage by reason of nonpayment of said note or any of the covenants, 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 and with 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 indebtedness hereby secured, including all such sums which may have been advanced by the said party of the second part, to discharge said premises from the lien of said taxes or assessments, or other encumbrances of whatever nature or kind, or on account of any insurance against loss by fire, or of such repair, or protection of same, 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 or assigns, all sums of money paid by the said party of the second part, for the purpose 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 second part.