

closed at any time thereafter; or said party of the second part, its successors and assigns, may pay and extinguish such taxes, assessments and insurance premiums, liens, claims, adverse titles and incumbrances, and the amounts so paid shall be a lien on the premises aforesaid, and secured by this mortgage, and shall at once become due and bear interest at the rate of eight per cent. per annum from the date of said advancement until the same is wholly paid, and the same shall be paid at the same time and with the interest coupon which shall next fall due thereafter; but whether said party of the second part, its successors and assigns, elects to pay said liens aforesaid or not, it is expressly agreed that the party of the second part, its successors and assigns, may immediately, as aforesaid, cause this mortgage to be foreclosed; and in case of filing a bill to foreclose this mortgage, the Court may, on option of the party of the second part, its successors and assigns, appoint a 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 under this mortgage.

And the said parties of the first part hereby agree to procure a policy or policies of insurance on the buildings erected and to be erected upon the said premises in some responsible insurance company - loss, if any, payable to the said party of the second part \_\_\_\_ heirs, executors, administrators or assigns.

And the parties of the first part further agree that if suit is instituted to foreclose this mortgage by reason of non-payment 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, its successors and 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, its successors and 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, its successors and 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, its successors and assigns all sums of money paid by the said party of the second part, its successors and 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, its successors and assigns at the proper cost of the parties 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, its successors and 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 persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of -

A. A. Jayne  
George J. Watson

W. F. Cash (SEAL)  
Lettie B. Cash (SEAL)