

3. That they will keep the improvements thereon in good repair, and will not do or permit any waste of the premises hereby mortgaged.

4. That they have a valid and unincumbered title in fee simple to the said premises.

5. That they will pay all taxes and charges that may be assessed on said premises, and on this mortgage, and on the debt hereby secured, before they become delinquent.

6. That during the existence of this debt they will keep the present buildings or any which may hereafter be erected on the said premises, insured against fire, to the extent of Seven hundred Dollars, in some Fire Insurance Company to be named by the said Mortgagee, for the benefit of the said Mortgagee, and to deliver the policies and renewals thereof to the said Mortgagee, promptly after the issue thereof; and should the said mortgagors fail to insure as herein provided the said Mortgagee may do so at the expense of said Mortgagors.

7. That they covenant and agree that in the event of a foreclosure of this mortgage, if the property hereby mortgaged shall not upon a sale thereof realize sufficient to pay the amount due under the mortgage, together with the costs and expenses of the suit or action, a deficiency judgment may be rendered for any unpaid balance, and the same may be satisfied from, and the sheriff or other officer making such sale may and shall be authorized forthwith to proceed to levy upon any property of the Mortgagors or either of them not exempt from execution.

NOW THEREFORE, If the said Mortgagors shall pay all and every of said notes, taxes and charges, and shall in all other respects fully satisfy and comply with the covenants hereinbefore set forth and enumerated, this conveyance shall be void. But if said Mortgagors shall fail to pay any of said notes, or in any other respect shall fail to comply with any of the covenants hereinbefore set forth, then as often as any such breach shall occur, the said Mortgagee, or his heirs, legal representatives and assigns, may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, to be at once due and payable, as well as all interest thereon up to the date when payment may be made, or judgment rendered therefor against said Mortgagors, and foreclosure of this mortgage may be entered, and the said mortgagee, his heirs representatives and assigns, may at any time after such breach as aforesaid, proceed to foreclose this mortgage to compel payment to be made of the full amount due and payable.

IT IS FURTHER expressly agreed:-

1. That should the said Mortgagors fail to make payment of any taxes, rates, water or other assessments, insurance premiums, or other charges payable by them the said Mortgagee may at his option, make payment thereof, and the amounts so paid, with interest at eight per cent per annum, shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights arising from breach of any of the covenants.

2. That in the event of this mortgage being foreclosed, the said Mortgagors shall pay such sum as the court may consider reasonable as attorney's fees for the benefit of the plaintiff, and subject to this mortgage, the same shall be a lien on the premises hereby mortgaged, which said fee shall be due and payable when suit is begun.

3. That in the event of this mortgage being foreclosed, the said Mortgagors covenant and agree that, should the mortgaged property aforesaid not realize sufficient to pay judgment, interest and costs, a deficiency judgment may be rendered against them for any balance unpaid and execution may be issued for collection thereof as hereinbefore agreed.

4. That the makers hereof, for themselves and their heirs, assigns or grantees, hereby waive and relinquish all their right of homestead and homestead exemptions in and to said mortgaged premises, and every portion thereof, as against this mortgage, and hereby agree that in the event of sale under foreclosure of the mortgaged premises herein described, the purchaser or purchasers shall be given the possession of the premises during the period of