and agreed and does hereby covenant and agree, to and with the said Mortgagee, his legal representatives and assigns as follows:

- 1. That he will pay each afid all of said notes promptly as they become due.
- 2. That all sums of money paid by said Mortgagee as premiums on insurance and for taxes, assessments and liens as herein provided, shall at once become due and payable by said mortgager to said Mortgagee, and shall bear interest at the rate of 8 per cent. per annum from the time that the same arepaid by the said Mortgagee, and the said Mortgager covenants and agrees to repay the same to said Mortgagee together with interest as aforesaid and that the same shall be added to the debt hereby secured by this Mortgage, without waiver, however, of any rights arising from breach of any of these covenants.
- 3. That he will keep the improvements thereon in good repair, and will not do or permit any waste of the premises hereby mortgaged.
- 4. That he has a valid and unincumbered title in fee simple to the said premises, and that he will warrant and defend the same against any and all claims whatsoever.
- 5. That he will pay all taxes, and charges that may be lawfully assessed on said premises, and on this mortgage, and on the debt hereby secured; before they become delinquent, and all incumbrances and liens of every kind on said real property.
- 7. That he covenants and agrees 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 against the Mortgagor 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 Mortgagor or either of them not exempt from execution.

NOW, THEREFORE, if the said Mortgagor shall pay all and every of said notes, taxes, insurance lpremiums and other charges, and shall in all other pespects fully satisfy and comply with the covenants hereinbefore set forth and enumerated, this conveyance shall be void. But if said Mortgagor 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 accur, the said mortgagee, or his legal representatives and assigns, may at any time thereafter declare the whole of the principal sum, or so much thereof as 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 mortgagor, and ifforeclosure of this mortgage may be entered, and the said mortgagee, his legal representatives and assigns, mayat any time after such breach as aforesaidm proceed to foreclose this mortgage to compals payment to be made of the full amount due and payable.

IT IS FURTHER expressly agreed: -.

1. That in the event of this mortgage being foreclosed, the said mortgagor shall pay such sum as the court may consider reasonable as attorney's fees for the benefit of the Bilintiff, and subject