

OR INTEREST OF ANY OF SAID NOTES, OR ANY PART THEREOF, WHENEVER THE SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS, MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT REMAINING UNPAID UPON SAID NOTES OR THIS MORTGAGE, TOGETHER WITH ALL OTHER SUMS HEREBY SECURED; IT BEING THE INTENT THAT UPON DEFAULT IN THE PAYMENT OF THE PRINCIPAL OR INTEREST OF ANY OF SAID NOTES, OR ANY PART THEREOF, WHEN THE SAME SHALL BECOME DUE AND PAYABLE, THE SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY, AT HER OR THEIR OPTION DECLARE ALL OTHER NOTES REMAINING UNPAID, TOGETHER WITH INTEREST THEN DUE THEREON, AND ALL OTHER SUMS HEREBY SECURED, IMMEDIATELY DUE AND COLLECTIBLE, AND MAY IMMEDIATELY FORECLOSE THIS MORTGAGE FOR THE WHOLE THEREOF.

AND THE SAID PARTIES OF THE FIRST PART COVENANT TO AND WITH THE SAID PARTY OF THE SECOND PART, HER HEIRS AND ASSIGNS, THAT THEY WILL NOT SUFFER ANY TAX, ASSESSMENT, OR OTHER LIEN OR ENCUMBRANCE PRIOR TO THE LIEN OF THIS MORTGAGE TO EXIST AT ANY TIME AGAINST SAID PREMISES; THAT THEY WILL NOT PERMIT OR SUFFER WASTE UPON SAID PREMISES, AND WILL KEEP THE ORCHARD UPON SAID PREMISES PROPERLY, CULTIVATED, SPRAYED AND CARED FOR; THAT THEY WILL KEEP ALL BUILDINGS UPON SAID PREMISES IN GOOD REPAIR, AND UNCEASINGLY INSURED AGAINST LOSS OR DAMAGE BY FIRE IN MANNER AND FORM SATISFACTORY TO THE SAID PARTY OF THE SECOND PART, HER HEIRS OR ASSIGNS, IN THE SUM OF NOT LESS THAN \$1000.00 UPON THE DWELLING HOUSE, \$1000.00 UPON THE BARN, AND \$600.00 UPON THE FRUIT HOUSE, TO PAY ALL PREMIUMS AND CHARGES ON ALL SUCH INSURANCE WHEN DUE, AND THAT SUCH INSURANCE SHALL BE PAYABLE TO THE MORTGAGEE AS HER INTEREST APPEARS, AND THE POLICIES SHALL BE DEPOSITED WITH HER.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE UPON EITHER SAID NOTES, OR THIS MORTGAGE, SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEYS FEE IN SUCH SUIT OR PROCEEDING, TO BE TAXED AS PART OF THE COSTS, AS WELL AS ALL PAYMENTS WHICH THE SAID PARTY OF THE SECOND PART, HER HEIRS, ADMINISTRATORS, EXECUTORS OR ASSIGNS MAY BE OBLIGED TO MAKE FOR HER OR THEIR SECURITY BY INSURANCE, TAXES, CHARGES, INCUMBRANCES, ASSESSMENTS, OR FOR ABSTRACT OR SEARCH OF RECORD IN CASE OF SUIT TO FORECLOSE.

IN CASE OF FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART HER HEIRS, ADMINISTRATORS, EXECUTORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF THE INDEBTEDNESS HEREBY SECURED, INCLUDING TAXES, INSURANCE OR OTHER LAWFUL ASSESSMENTS, AFTER APPLYING THE PROCEEDS OF THE SALE OF THE PREMISES ABOVE DESCRIBED TO THE PAYMENT THEREOF, AND TO THE COSTS OF THE FORECLOSURE SUIT, AND THE PURCHASER UPON SALE UNDER SUCH FORECLOSURE SHALL BE ENTITLED TO THE IMMEDIATE POSSESSION OF SAID PREMISES.

TIME IS OF THE ESSENCE HEREOF, AND IF DEFAULT BE MADE IN THE PAYMENT OR PERFORMANCE OF THE COVENANTS HEREIN CONTAINED, THESE PRESENTS MAY BE IMMEDIATELY FORECLOSED.

IN TESTIMONY WHEREOF THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR IN THESE PRESENTS FIRST ABOVE WRITTEN.