

and all prior liens, claims and incumbrances on said premises, and that they will on demand pay for and extinguish any adverse titles, so that this mortgage shall be a first lien on said premises until all sums secured thereby are fully paid; and if any of such payments are not made as aforesaid, or in case of any failure to make repairs or prevent waste as hereinafter provided, then the said party of the second part, or the legal holder of said note, may, without notice, declare the whole sum of principal and interest and all other sums payable hereunder to be immediately due and payable, and this mortgage may be foreclosed at any time thereafter; or said party of the second part, its heirs or assigns, may pay and extinguish such taxes, assessments and insurance premiums, liens, claims, adverse titles and incumbrances, and make any payment necessary for such repairs or to prevent waste, and the amounts so paid shall be a lien on the premises aforesaid and secured by this mortgage, and shall at once become due from the parties of the first part to the part of the second part and bear interest at the rate of eight per cent per annum from the date of said advancement until the same are wholly paid.

And the said parties of the first part hereby agree to keep the buildings, fences and other improvements on said premises in as good condition and repair as the same are at this date; and abstain from and prevent the commission of waste on said premises until the note hereby secured is fully paid.

And the said parties of the first part further agree that if suit or action is instituted to foreclose this mortgage, the said party of the second part shall be entitled to recover as attorney's fee in said suit or action such sum as the Court may adjudge reasonable, in addition to the costs and disbursements allowed by law.

And the said parties of the first part agree to pay when due as aforesaid, all indebtedness hereby secured, including all sums which may have been advanced by the said party of the second part, its heirs and assigns, as aforesaid, on account of taxes or assessments or other incumbrances of whatsoever nature or kind, or to extinguish adverse titles, 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 heirs 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 of said coupons, and shall repay to the said party of the second part, its heirs or assigns, all sums of money paid by the party of the second part, its heirs or assigns, 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, its heirs or assigns, at the proper cost of the said parties of the first part; but upon default in any such payment, or in the due and punctual observance of any of said conditions or agreements, this mortgage may be foreclosed as provided by law.

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 heirs and assigns, forever, and to and with any person or persons who may purchase said premises at any sale 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 the said premises against lawful claims and demands of all persons whomsoever.