

AND CONDITIONS OF SAID PROMISSORY NOTE AND OF THIS INDENTURE, THEN THIS INDENTURE SHALL BE VOID, BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL ~~OR THE XXXXXXXX~~ OR INTEREST, OR ATTORNEY'S FEES, MENTIONED IN SAID PROMISSORY NOTE OR ANY PART THEREOF, OR IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF ANY SUM THAT MAY BECOME DUE AND PAYABLE, AS HEREINAFTER PROVIDED, THEN THE PARTY OF THE SECOND PART, THEIR ASSIGNS, ARE HEREBY EMPOWERED TO SELL THE PREMISES ABOVE DESCRIBED, WITH ALL AND EVERY OF THE APPURTENANCES OR ANY PART THEREOF, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE MONEY ARISING FROM SAID SALE TO RETAIN THE SAID PRINCIPAL AND ATTORNEY'S FEES, AND SUCH OTHER SUM OR SUMS AS MAY BE DUE HEREUNDER, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE; AND THE OVERPLUS, IF ANY, PAY ON DEMAND TO THE PARTIES OF THE FIRST PART THEIR HEIRS AND ASSIGNS.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SUCH PREMISES ARE AND SHALL BE KEPT, UNTIL THIS MORTGAGE IS FULLY PAID AND SATISFIED, FREE FROM ALL LIENS OR INCUMBRANCES WHATSOEVER THAT SHALL OR MAY HAVE PRECEDENCE OF THIS MORTGAGE; THAT ALL BUILDINGS AND TENEMENTS THAT ARE NOW UPON OR THAT MAY HEREFTER BE ERECTED UPON SAID PREMISES SHALL BE KEPT INSURED FOR AN AMOUNT NOT LESS THAN . . . DURING ALL THE TIME THAT THIS MORTGAGE SHALL REMAIN UNPAID OR UNSATISFIED, IN ONE OR MORE GOOD AND RESPONSIBLE FIRE INSURANCE COMPANIES, AGAINST ALL LOSS OR DAMAGE BY FIRE; THE LOSS OR DAMAGE, IF ANY, TO BE MADE PAYABLE TO THE SAID PARTY OF THE SECOND PART THEIR ASSIGNS, AND IN CASE THE SAID PARTIES OF THE FIRST PART THEIR HEIRS OR ASSIGNS SHALL FAIL, NEGLECT OR REFUSE TO OBTAIN SAID INSURANCE, OR TO PAY ALL TAXES, STREET ASSESSMENTS, MECHANICS' LIENS OR CLAIMS OF EVERY NAME AND NATURE, THAT ARE OR MAY BECOME A LIEN ^{OR LIENS} UPON SAID PREMISES, HAVING PRECEDENCE OF THE LIEN OF THIS MORTGAGE BEFORE THE SAME SHALL BECOME DELINQUENT, THEN THE SAID PARTY OF THE SECOND PART THEIR ASSIGNS, MAY AT THEIR OPTION OBTAIN SAID INSURANCE AND PAY THE PREMIUMS THEREFOR, AND MAY PAY, DISCHARGE AND SATISFY ANY AND ALL SUCH TAXES, STREET ASSESSMENTS OR LIENS AT MATURITY, AND ALL SUMS OF MONEY THUS EXPENDED SHALL AT ONCE BECOME DUE AND PAYABLE ON DEMAND FROM THE SAID PARTIES OF THE FIRST PART THEIR HEIRS AND ASSIGNS, TO THE SAID PARTY OF THE SECOND PART THEIR ASSIGNS, AND THAT SUCH PAYMENT, AS WELL AS THE ATTORNEY'S FEES MENTIONED IN SAID NOTE, BE AND THEY ARE HEREBY SECURED BY THE LIEN OF THIS MORTGAGE.

IT IS ALSO EXPRESSLY UNDERSTOOD THAT IF ANY SUM MADE PAYABLE BY THE TERMS OF SAID PROMISSORY NOTE, OR BECOMING DUE HEREUNDER, SHALL REMAIN UNPAID FOR A PERIOD OF THIRTY DAYS AFTER THE SAME SHALL HAVE BECOME DUE AND PAYABLE, THEN THE PARTY OF THE SECOND PART OR ASSIGNS MAY FORECLOSE THIS MORTGAGE AT ANY TIME THEREAFTER.

AND THE SAID H. B. SMITH AND IDA SMITH, HUSBAND AND WIFE, HEIRS, EXECUTORS AND ADMINISTRATORS, DO COVENANT AND AGREE TO PAY UNTO THE SAID PARTY OF THE SECOND PART, OR ASSIGNS, THE SAID SUM OF MONEY ABOVE MENTIONED.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED IN THE PRESENCE OF
RAYMOND C. SLY

H. B. SMITH (SEAL)

IDA SMITH (SEAL)