

per annum from date until paid, payable semi-annually, according to the terms of two certain promissory notes bearing date January 17th, 1934, made by C. L. Gaither and Nettie M. Gaither, his wife, payable #1 in the sum of Five Hundred and no/100 (\$500.00) Dollars payable six months after date. #2 in the sum of Five Hundred and no/100 (\$500.00) payable one year after date, to the order of Myrtle Attwell.

Said parties of the first part hereby agree to procure and maintain at all times, until the debt and moneys hereby secured are fully paid, insurance on the buildings erected, and which may hereafter be erected, upon the above described premises, in some reliable fire insurance company approved by said party of the second part, to the amount of at least \$2000.00, with loss, if any, payable to the party of the second part or her assigns, which policy or policies shall be delivered to, and held by, said party of the second part, or her assigns, as additional security for the payment of the debt and moneys hereby secured.

Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premises in as good condition and repair as the same are now in or may be put into during the continuance of the lien of this mortgage, and shall not commit or permit any waste on said premises until the moneys and debt hereby secured are fully paid.

Said parties of the first part hereby agree to pay and extinguish all taxes, assessments and other public charges which may be levied, assessed or charged upon said premises, or upon this mortgage or the notes hereby secured, prior to such assessment or public charges becoming delinquent, and, also, to pay and discharge all prior liens, claims, adverse titles or encumbrances on said premises, so that this mortgage shall be and remain a first lien thereon until the debt and moneys hereby secured are fully paid.

Said parties of the first part hereby agree that in the event they shall fail or neglect to procure and maintain insurance upon said buildings, and make said repairs, and pay and discharge all taxes, assessments and other public charges which may be levied, assessed or charged upon said premises, and pay and discharge all liens, claims, adverse titles and encumbrances on said premises as above agreed, then the said party of the second part, her heirs, executors, administrators or assigns may elect to pay and discharge any or all of the same, and cause said repairs to be made, and all moneys so expended and paid, with interest thereon at the rate of eight per cent per annum from the date of such payments or expenditures until the same is wholly repaid shall be a lien on said premises above described, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured. Upon any default on the part of the parties of the first part in the payment of interest when due or in keeping and performing any of the above agreements, said party of the second part, her heirs, executors, administrators or assigns may elect to declare all sums secured hereby due and payable without notice, and may immediately cause this mortgage to be foreclosed in the manner provided by law, whether he or they shall elect to pay any of the sums above referred to or not.

Said parties of the first part hereby agree that in any suit or other proceeding commenced for the recovery of the debt or moneys hereby secured or for the foreclosure of this mortgage, said party of the second part, her heirs, executors, administrators or assigns shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceeding a reasonable attorney's fee to be fixed by the court.

Said party of the first part hereby agree that in any suit or other proceeding commenced for the recovery of the debt and moneys hereby secured, or for the foreclosure of this mortgage, the party of the second part, her heirs, executors, administrators or assigns, shall be entitled to have entered in any such suit or proceeding a judgment for