

judge as to the same as to whether it impairs the said security.

4. And it is also covenanted and agreed that in case of default in payment under any of the conditions of the said note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other covenants and agreements of this mortgage for the space of ten consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said mortgagee or the holder thereof.

5. It is also covenanted and agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said mortgagee or his heirs, Executors, Administrators or assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which and the same and therein specifically pledged to said mortgagee as part of security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.

6. It is also covenanted and agreed, that in case the said debt, or any part thereof, is established by any action for foreclosure or of debt on the said note that the said mortgagee in addition to the said debt shall also recover of the said mortgagor all attorneys fees incurred not to exceed ten per cent. of the amount of the debt and interest or in case the said note and mortgage shall be placed with an attorney for collection, all attorneys fees shall be due and collectable as a part of this debt and stand secured by this mortgage.

7. It is also covenanted and agreed that the said mortgagor shall hold and enjoy the possession of said premises until default of payment as herein provided or a breach of some of the covenants and agreements herein shall be made.

Witness my hand and seal this the 20th day of June A.D. 1925 Thirteen hundred twenty-five.

Signed sealed and delivered  
in the presence of

J. B. Williams  
T. J. Cain

R. A. Ellison (L.S.)