

forever defend all and singular the said premises unto the said mortgagee, his heirs, personal representatives and assigns, forever, from and against himself, his, heirs, personal representatives and assigns and every person whosoever lawfully claiming or to claim the same or any part thereof. Only such notes as shall be certified by H. B. Bayless mortgagee, by the signing of the certificate endorsed thereon, shall be secured by this mortgage, or be entitled to any benefit or lien hereunder, and such certificate of H. B. Bayless mortgagee, shall be conclusive evidence that the notes so certified have been duly issued hereunder and are entitled to the benefit of the trust hereby created. And it is hereby covenanted and agreed between the parties hereto, representing themselves, their heirs, personal representatives and assigns as follows, to wit;

First; That the mortgagor agrees to pay the debt or sums of money, with interest thereon, according to the true intent and meaning of the said promissory notes, or any renewals thereof, or renewals of any part thereof, together with all costs and expenses which the said mortgagee, his heirs or assigns, shall incur or be put to, including attorney's fees of ten (10%) per cent, for collecting the said debt or sum of money, and in addition thereto reasonable attorney's fees for any litigation concerning the said debt or the premises hereinafore described, and the said mortgagee, his heirs or assigns, shall have, in his discretion, authority, to employ all proper agents and attorneys for the recovery of the within mentioned debt, by foreclosure or otherwise, pay for such services out of the proceeds of sale of said property, should a sale be made, and if no sale be made, any sum so paid on account of such services shall be secured hereby and may be recovered in any suit or action hereupon or hereunder.

Second; That the mortgagor agrees to pay all taxes and charges assessed on said land before the same shall become delinquent and immediately thereafter exhibit to the said mortgagee, his heirs or assigns, or the holder of the within secured notes, or any of them, satisfactory evidence of the performance of this covenant.

Third; The said mortgagor agrees that he will at his own expense, during the continuance of this deed, keep the buildings on said premises insured against loss by fire, in some Stock Fire Insurance Company or Companies acceptable to said mortgagee, his heirs or assigns for an amount not less than Three Thousand and no/100. dollars, with loss, if any, payable under New York Standard mortgage clause to said mortgagee, his heirs or assigns, as his or their interest may appear.

Fourth; That the said mortgagor agrees that if he shall