

it, or set it up in any legal proceedings, the further sum of ten per centum on the amount then due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor for attorney's fees, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And, it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby or any part thereof or any part of the interest thereon, or on failure of the mortgagor to keep and perform any of the covenants and conditions hereof, that it, the mortgagee, or its successors, or assigns may enter and possess said premises and shall have, demand, collect, receive and receipt for the rents, income, and profits of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said premises, and until indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its assigns, to be applied to said indebtedness after first deducting the expense of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or its successors or assigns, for laches, or neglect in collecting the said rents, income and profits.

And, it is also covenanted that upon default in the payment of any of the principal notes secured hereby; or upon default in the payment of interest; or upon default in the payment of any of the sums of money secured hereby or any part thereof; or on failure of the mortgagor to keep and perform any of the covenants or conditions hereof, that then and in any such event, the whole amount of the indebtedness hereby secured at that time unpaid, shall, at the option of the lawful owner and holder of said notes and of this security, be and become, due and collectible at once, any thing herein before or in said notes contained to the contrary notwithstanding; such option to be exercised without notice.

All appraisements and homestead laws are hereby expressly waived.

Witness my hand and seal this first day of March, 1928.

Signed, sealed and delivered

in the presence of:

W. M. Dreyer

W. M. Dreyer (Seal)

(Over)