

same from said first parties, their heirs or assigns with six per cent. per annum interest thereon until paid, and this Mortgage shall extend to and include all such sums so paid for such insurance, taxes or assessments, and in case of such default or failure, the second party may elect to treat the debt aforesaid as wholly due and may proceed by law to collect the same and enforce this Mortgage.

And It Is Further Agreed that the said parties of the first part agree and bind themselves to keep the improvements on said lot or parcel of land in good order at all times during the term of this Mortgage, and should they fail to do so, then said second party, or the holder or holders of any of said notes, may declare the principal and interest due, and enforce its collection by legal procedure.

And It Is Also Agreed that should default be made for the space of five days in the payment of any of said notes, or any part thereof, or the interest on any part thereof, as before provided, the holder or holders of said notes, or any of them on which said default shall be made, may at the option of said holder or holders, consider the same with all arrearages of interest due, and in case of such default, the holder or holders of any other of said notes may at their option, consider the same due and payable and the holder or holders of any of said notes may proceed to collect the same with all arrearages of interest at any time after such default.

As part of the consideration for which this Mortgage is given, the severally hereby agree to pay all expenses incurred in the collection of the debt herein made, including a reasonable attorney's fee if placed in the hands of an attorney for collection.

Parties of the first part hereby assign to Commonwealth Life Insurance Company all rents, income and profits of said mortgaged property after any default mentioned in this Mortgage.

As an additional security for the payment of said Nine Thousand Dollars (\$9,000.00) Wm. R. Timmons hereby assigns, transfers, and conveys unto Commonwealth Life Insurance Company, all of the right, title, interest and benefits existing or which may hereafter become vested in him or his estate under Policy No. 113988, dated March 14, 1931, issued by Commonwealth Life Insurance Company on the life of Wm. Richard Timmons in the sum of Nine Thousand Dollars, (\$9,000.00) and payable to Eva McDonald Timmons if living at the time of the death of said insured, otherwise to the estate