

through suit or otherwise, shall include a reasonable attorney's fee of not less than ten per cent (10%) of the total amount of principal and interest due and hereby secured.

Second. That Mortgagor is lawfully seized of said property and has good right to sell and transfer the same free of all encumbrances, and will warrant and defend the same against the lawful claims of any persons whomsoever.

Third: That in the event Mortgagor shall fail to pay said sums of money hereby secured, together with interest thereon, upon demand therefor by Mortgagee, or shall breach any of the terms, covenants, conditions or agreements contained herein, or in the note secured hereby, then Mortgagee shall forthwith have the right to foreclose this mortgage without notice to Mortgagor, and immediately take possession of any of the personal property given as security for said indebtedness, and Mortgagor hereby authorizes Mortgagee to enter, without suit or process, upon the premises where any or all of the personal property hereinabove described may be, to take possession thereof, and, after advertising said personal property for five (5) days at the court house door and two other public places in the county in which said personal property or any part thereof is located, Mortgagee may, as agent of Mortgagor, at the time, or times, place, or places, designated in such notice, or notices of sale, put up and sell such personal property, or so much thereof as may be necessary, at any one or more public sales, and in the name of the Mortgagor execute proper conveyances thereof. At such sale, or sales, Mortgagee may become the purchaser. Out of the proceeds of sale, Mortgagee may deduct and pay all charges, taxes, assessments, and expenses incurred in connection with any of the above described property, as well as for the seizure, maintaining and selling said personal property, and may apply any balance to the payment of the indebtedness in any order Mortgagee may desire, paying remainder, if any, to Mortgagor.

Fourth. Mortgagor will pay all taxes, assessments and other governmental charges that may be levied or assessed upon the property herein described and all encumbrances, judgments, claims or charges that may be or become a lien thereon and will insure and keep insured as may be required by Mortgagee from time to time the above described property against loss or damage by fire, windstorm or other casualty, in such form and in at least such amount, and in such company or companies, as shall be satisfactory to Mortgagee, the loss, if any, to be payable to Mortgagee, as its interest may appear at the time of the loss. Any amount received in settlement of a loss may be applied at the option of Mortgagee either on such part of the indebtedness secured by this instrument as Mortgagee may in its sole discretion determine or to the reconstruction or repair of the property so damaged or destroyed. In event Mortgagor shall fail to pay any taxes, assessments or other governmental charges against the property herein described, or to pay any encumbrances, judgments, claims or charges that may be or become a lien thereon or to pay the premiums of insurance herein provided for, Mortgagee may pay said taxes, encumbrances, judgments, liens, claims, charges and premiums and any amounts so paid shall be a lien on the property herein described, shall be secured by this instrument, shall bear interest at the rate prescribed in accordance with law, and shall be immediately due and payable.

Fifth. That Mortgagor further agrees to keep all property subject to this mortgage in good and substantial repair during the continuance of this lien and will not cause, suffer or permit waste thereof; that it will not, during the existence of any part of the lien herein provided for, sell, lease or assign, all or any part of the property herein described without the written consent of Mortgagee, its successors or assigns, approving such sale, lease or assignment.

Sixth. As further security for the payment of the indebtedness and advances hereby secured, Mortgagor hereby assigns, sets over and transfers to Mortgagee, its successors and assigns, all the rents and income of said premises herein conveyed for each and every year that any indebtedness due hereunder shall be unpaid, together with all rights and remedies for enforcing the collection of the same; and upon commencing foreclosure proceedings