

should the party of the first part become a party to any suit involving this agreement or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the party of the first part, and an attorney's fee equal to fifteen (15%) per cent on the then unpaid balance of the within mortgage indebtedness, shall thereupon become due and payable immediately or on demand, at the option of the party of the first part, as a part of the debt secured thereby, and may be recovered and collected hereunder.

10. It is agreed that the party of the second part shall hold and enjoy the premises above conveyed until there is a default in the payment of any installment of principal and interest under this agreement. It is the true meaning of this instrument that if the party of the second part shall fully perform all the terms, conditions and covenants of this agreement, that then this agreement shall be utterly null and void; otherwise, to remain in full force and virtue.

11. In the event of any default in the payment of rent or any other monies payable under a written lease between the party of the first part, as Tenant, and the party of the second part, as Landlord, executed and delivered simultaneously herewith and should said default not be cured within sixty (60) days after written notice of such default is sent by registered mail, return receipt