

without regard to any law heretofore enacted imposing payment of the whole or any part thereof upon the mortgagee; that upon violation of this undertaking or the passage by the state of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee; or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the mortgagors as herein provided, to pay any taxes or assessments is legally inoperative, or is illegal, then and in such event, the debt hereby secured, without deduction, shall at the option of the mortgagee, become immediately due and collectible notwithstanding anything contained in the mortgage or any law hereafter enacted. The mortgagors agree not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein to be sold for taxes, and further agrees to furnish annually to the mortgagee, on or before the 15th day of December, the certificate of the proper authority, showing full payment of all taxes and assessments. And it is agreed that in the event that the mortgagors shall fail to pay said taxes or assessments, that the mortgagee, or its assigns, shall have the right to pay the same and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of ten per cent (10%) per annum.

5. That if the said mortgagors do not hold said premises by title in fee simple, or have not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon the mortgagee or its successors or assigns for or on account of this loan, either by the state or county, or for local purposes, the mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the mortgagors or the person or persons claiming or holding under the mortgagors shall at once pay the entire indebtedness secured hereby.

6. That in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection, or be collected