

IN THE EVENT that the Mortgagor defaults in any payment of any other mortgage or lien covering said property when due, then and in that event the Mortgagee herein may, at his option, make payments on principal and/or interest on said other mortgage or lien and any amounts so paid shall be and become a part of the indebtedness secured by this mortgage and said amounts so advanced shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest at the same rate as other amounts due under this mortgage and in the event of such default by the Mortgagor in the payment of such other mortgages or liens when due, the Mortgagee may, at his option, declare the entire balance of principal and interest due under this mortgage to be immediately due and payable and may foreclose this mortgage immediately, whether or not the payments provided herein are past due or unpaid, and failure of the Mortgagee to exercise either of these options upon one default shall not be a waiver of his right to exercise said option in any subsequent default.

IN THE EVENT the Mortgagee herein becomes a party to any action at law or in equity in which the property described herein or this mortgage are in anywise affected, then and in that event, the Mortgagor agrees to pay all the costs of such litigation including a reasonable attorney's fee for the Mortgagee's attorneys.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises unto the said John A. Gallup and Marie K. Gallup, their heirs and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said John A. Gallup and Marie K. Gallup, their heirs and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor her heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Fifteen Thousand and 00/100----- Dollars, and assign the policy of insurance to the said John A. Gallup and Marie K. Gallup, their heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said John A. Gallup and Marie K. Gallup, their heirs or assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor her heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said Elaine M. Gallup and Richard B. Gallup do and shall well and truly pay, or cause to be paid unto the said John A. Gallup and Marie K. Gallup the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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