

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 mortgagor does 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 mortgagor or the person or persons claiming or holding under the mortgagor 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 by legal proceedings, the further sum of ten per centum on the amount then due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor, for attorneys' commissions and also in addition thereto, there shall be paid a reasonable counsel fee, all of which stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

7. That upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagor to keep and perform all of the covenants and conditions hereof, or of any other instruments securing this obligation, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the expenses of the collection.