

the violation of any or all of said covenants and agreements, the whole amount of said debt, at the option of the lawful holder thereof, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding. And upon said debt being due and collectible, it shall and may be lawful for the said mortgage guarantee company of America, its successors and assigns, and the said H. S. Miller doth hereby empower and authorize the said mortgage guarantee company of America its successors or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue, at the door of the Court House, in the County aforesaid, to the highest bidder for cash, three weeks previous notice of the time, place and terms of sale having been first given once a week in some news paper published in said County, at which sale they or any of them, shall have the right to become purchasers of the said premises, and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns forever, a conveyance in fee of the said premises, freed and discharged from all equity of redemption and right of dower, and all and every other encumbrances subsequent to this mortgage, and after deducting from the proceeds of said sale all taxes due thereon, or which may have been paid by the mortgagee, the principal and interest due on the said debt, and ten per cent Attorney's fees, premiums of insurance and the costs and charges of the said sale, then to hold the over plus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises, who may give express notice in writing of his holding the same, and if no such claim be made, then to pay such over plus to the said mortgagor. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises; and any holding of the same thereafter by the said mortgagor or other persons holding under him.