

by this mortgage, or be entitled to any benefit or lien hereunder, and such certificate of W. B. Bayless mortgage, shall be conclusive evidence that the notes so certified have been duly issued hereunder and are entitled to the benefit of the trust hereby created.

And it is hereby covenanted and agreed between the parties hereto, representing themselves, their heirs, personal representatives and assigns as follows, to wit:

First: That the mortgagor agrees to pay the debt or sums of money, with interest thereon, according to the true intent and meaning of the said promissory notes, or any renewal thereof, or renewal of any part thereof, together with all costs and expenses which the said mortgage, his heirs or assigns, shall incur or be put to, including attorney's fees of ten (10%) per cent, for collecting the said debt or sums of money, and in addition thereto reasonable attorney's fees for any litigation concerning the said debt or the premises hereinbefore described, and the said mortgage, his heirs or assigns, shall have, in his discretion, authority, to employ all proper agents and attorneys for the recovery of the within mentioned debt, by foreclosure or otherwise, pay for such services out of the proceeds of sale of said property, should a sale be made and if no sale is made, any sum so paid on account of such services shall be secured hereby and may be recovered in any suit or action hereupon and hereunder.

Second: That the mortgagor agrees to pay all taxes and charges assessed on said lands before the same shall become delinquent and immediately thereafter exhibit to the <sup>said</sup> mortgage, his heirs or assigns, or the holder of the within secured notes, or any of them satisfactory evidence of the performance of this covenant.

Third: The said mortgagor agrees that he will, at his own expense, during the continuance of this deed, keep the buildings on said premises insured against loss by fire, in some stock Fire Insurance Company or Companies, acceptable to said mortgage, his heirs or assigns, for an amount not less than Seven Thousand, Five Hundred Dollars, with loss, if any, payable under New York

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