

which shall be delivered the filing of the petition in foreclosure, and which is secured hereby, and which the first party promises and agrees to pay together with all costs the first party further agrees to pay any tax that may be assessed against this mortgage under the laws of Oklahoma and County, aforesaid. Any expenses incurred in litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien shall be paid by the mortgagee to the mortgagee or assignee, with interest thereon at 5 per cent per annum and this mortgage shall stand as security therefor. And it is further agreed that upon a breach of the covenants herein or upon a failure to pay when due any sum of principal or interest, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum of each thirty days or once and without notice, become due and payable at the option of the holder thereof, and shall bear interest thereon at the rate of 10 per cent per annum, and the said parts of the second part or assignee shall be entitled to foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the same secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder thereof shall be entitled to receive to the appointment of a trustee. The court appoints hereby as security on this appointment, may be made either before or after the closing of business, and the holder thereof shall in no case in this