

assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or town wherein the land is situated when the same become due and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company approved by the party of the second part for the sum of ² Dollars and to assign the policies to said part of the second ^{as the interest may appear or and deliver said policies and renewals to said party of the second part} part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not commit or allow any waste on said premises.

~~FOURTH~~ FOURTH: It is further expressly agreed by and between the parties herunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security and said party of the second part, or assigns shall be entitled to possession of said premises by receiver or otherwise.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all ^{renewal} ~~renewal~~ principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Seventy Dollars which this mortgage also secures.

Party of the first part shall have the privilege of making partial payment on the principal sum herein named in amount of \$ 100 or multiples at any interest paying time after two years from date hereof.

And the said parties of the first part for said consideration do hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In testimony whereof, the said parties of the first part hereunto subscribed their names on the day and year first above mentioned.

Executed and delivered in the presence of

H.T. Dunlap

L.W. Mathews

Elizabeth A O'Harrow Nee Cooper

W.H. O'Harrow