to pay any such taxes, assessments or charges then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement and this mortgage shall be a further lien for the payment thereof.

The mortgagors agree to keep all buildings and improvements upon sid land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than <u>D</u> Dollars payable in case of loss to mortgagee or assigns upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste and to take out policies of insurance, fire tornado, or both should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions and nonotice of election to consider the debt due shall be necessary before instituting suit to collect the same  $s_{\rm s}$ and foreclose this mortgage, the institution of such suit being all the notice required . Sould it become necessary to collect the debt secured hereby by Suit or should the holder of the Notes hereby secured so elect, then the sum of Fifty and No/IOO Dollars as attorney's fee for collecting same shall be allowed to be taxed as other costs in the suit .

Witness their hands this first day of August 1908 . Executed and delivered in presence of He

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SS

Henry C Fartin Leona L Fartin 245

State of Oklahoma ) ( Tulsa County . )

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Beforeme, a Notary Public in and for said County and State on the 24 day of August 1908 personally appeared Henry C Fartin and Leona L Martin his wife to me well known to be the identical persons who executed the within and foreoing instrument and acknowledged to me that they executed the same as their free and voluntary actand deed for the uses and purposes therein set for th .

Witness my hand and official seal the day and date above written .

SEAL. Mycommission expires November 26-1911 Filed for record Aug 25 1908 at 9'25 A.M. H.C.Walkley Reg of Deeds (SEAL)

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