

held by <sup>first</sup> first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

FOURTH: To pay all taxes which are due or which hereafter may become liens on said real estate when by law the same are made payable, and all taxes which may be assessed in Oklahoma against the said second party or assigns on this mortgage or the notes secured hereby.

FIFTH: In case said first party shall fail or neglect to provide such insurance or pay said taxes, the <sup>second</sup> second party and assigns as aforesaid may do so and this mortgage shall stand security for any amounts so expended by said <sup>second</sup> party of the second, with interest at the rate of eight per cent per annum.

NOW if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail to pay either principal or interest, when the same becomes due (on any notes given as evidence of interest on any extension of the time for payment of the debt herein secured when the same shall be due) or shall permit or suffer waste to be done upon said premises; or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second party and assigns as aforesaid, without notice, and this mortgage may be foreclosed at once for the whole of said money, accrued interest and costs, including a reasonable attorney's fee, to become due upon institution of any suit for foreclosure, and to be secured by this mortgage and included in any decree of foreclosure rendered thereon, and said second party or any legal holder of said indebtedness, shall at once be entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof, and the occupant or occupants of said mortgaged real estate shall pay rent to the second party and assigns as aforesaid only, or said second party or assigns shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs.

It is the intention of the parties to this contract to conform strictly to the laws of Oklahoma relating to usury, and no greater amount shall be collected than is allowed thereby; ~~the same shall be credited to the debt~~ and, if for any reason, any greater amount is received or collected at any time before the final payment and discharge of the debt, the same shall be credited thereon as of the date it was ~~so~~ received or collected.

IN WITNESS WHEREOF, the said first party have herunto set their hands and seals, the day and year herein first above written.

Witnesses:

D.C. Rose

H.M. Rose

Edna Benefield Seal

F.E. Benefield Seal

State of Oklahoma )  
( SS  
County of Tulsa )

O n this 27th day of July nineteen hundred and eight before me D.C. Rose a Notary Public, duly commissioned and acting within and for