

hereto, that ^{this} ~~this~~ mortgage is a second ^{lien} ~~lien~~ upon said premises; that the party of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of ^{and} ~~the~~ second party, and shall be kept insured for the benefit of said second party or assigns against loss by fire, lightning and tonado for not less than Four Thousand and No/100 Dollars in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred said second party is authorized as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood that the said second party may pay any taxes or assessments ^{owed} ~~against~~ said premises, or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings and recover the same from the first party, with 10 per cent interest, and that every such payment is secured hereby and that in case of a foreclosure hereof, and as often a/s any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee of Fifty and No/100 Dollars which shall be due upon the filing of the petition in foreclosre, 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 expense 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 repaid by the mortgagor to the mortgagee or assigns with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal secured hereby, or any tax or assessment herein mentioned or to comply with any of the requirements herein, the whole sum secured hereby, ~~or any part thereof~~ shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of 10 per cent per annum, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.