

The parties of the first part hereby covenant and agree with the party of the second part as follows: First: The parties of the first part do hereby release relinquish and waive all rights or claims of homestead exemption and to hereby include such rights or claim in this mortgage. Second: To pay all taxes, assessments and charges of every character which are now due, or which hereafter may become liens on said real estate; to pay all taxes assessed against the said second party on the note or debt secured hereby before the same become delinquent and deliver to the second party receipts for the payment thereof. If not paid, the holder of this mortgage may elect to pay such taxes, liens or assessments and be entitled to interest on the same at the rate of ten per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

Third: To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are ^{now} at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for fire wood for the use of grantor's family.

Fourth: to keep the buildings on said premises insured in some responsible joint stock company, approved by the party of the second part for the insurable value thereof with the second party's form of assignment attached, making said insurance payable in case of loss to the party of the second part, as its interest may appear and deliver the policy and renewal receipts therefore to the mortgagee herein. In case of failure keep said buildings so insured, the holder of this mortgage may effect such insurance and the amounts so paid shall be collectible with the notes herein, with interest of ten per centum per annum, and this mortgage shall stand as security therefore.

Fifth: They further agree that if any of said notes shall not be paid or there is failure to pay any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to, or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon ~~shall~~ be come due and payable at the option of the second party without notice, and this mortgage may be foreclosed.

Sixth: To waive, and they do hereby waive all benefit of stay, valuation or appraisement laws of the state of Oklahoma.

Seventh: In case of foreclosure proceedings, the plaintiff shall be at once entitled to the appointment of ^a their receiver to take charge of the mortgaged premises and to pay the net proceeds to the plaintiff, and upon institution of such proceedings, the plaintiff shall be entitled to a reasonable attorney's fee to be secured hereby. The party of the second part shall also be entitled to a reasonable attorney's fee and all costs incurred in any suit to which it is a party involving the within property in any manner.

The foregoing covenants and conditions being kept and performed, this conveyance to be void and this mortgage to be released at the expense of said parties of the first part, and release to be recorded at cost of said party ~~X~~ of the first part; otherwise to continue in force and effect.