

mortgage may elect to pay the 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 in 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 firewood for the use of the grantor's family.

FOURTH: To keep the buildings on the premises insured in some responsible joint stock company, approved by the party of the second part, for the insurable value thereof, with the second partys 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 therefor to the mortgagee herein. In case of the failure to keep said buildings so insured the holder of this mortgage may effect such insurance, and the amount so paid shall be collectible with the notes herein, with interest at ten per centum per annum, and this mortgage shall stand as security therefor.

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 on the time of payment of the debt therein 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 become 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 benefits of stay, valuation or appraisal laws of the State of Oklahoma.

SEVENTH: In case of foreclosure proceedings, the plaintiff shall at once be entitled to the appointment of a receiver to take charge of the mortgaged premises and pay the net proceeds to the plaintiff, and upon the 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 attorneys 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 the said parties of the first part and release to be recorded at the ^{cost} expense of the said parties of the first part; otherwise to continue in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part, have hereunto set their hands, this 24th, day of September, 1908.

Thomas D. Taylor

Jessie Taylor

STATE OF OKLAHOMA: ROGERS COUNTY.) SS.

Before, me, a Notary Public in and for said County and State, on this 28th, day of Sept. 1908 personally appeared Thomas D. Taylor and H. Jessie Taylor, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record Oct. 2nd, 1908. at 1 P. M.

H. C. Walkley, Register of Deeds (SEAL)