

buildings or other improvements therefrom without first obtaining the written consent of Lynde, Bowman, Darby Company, its successors or assigns.

The parties of the first part agree to procure and maintain insurance upon the buildings located upon the said premises, in such companies as Lynde, Bowman, Darby Company shall select, in the sum of not less than \$----- with premiums fully paid, and the policy or policies of such insurance shall be assigned to Lynde, Bowman, Darby Company, its successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of the failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated, or if the first parties do, or suffer to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, Lynde, Bowman, Darby Company, its successors or assigns, may pay such taxes and assessments, and any other sums necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent; and for all sums so paid and expended this mortgage shall stand as security.

Upon payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first parties, but it is expressly agreed that upon a breach of the warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof or any interest thereon, or any tax or assessments, or to comply with any other requirements herein contained, then the whole sum hereby secured shall at once <sup>and without notice</sup> become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent, and Lynde, Bowman, Darby Company, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest, and all cost and expenses, including attorney's fees.

It is further agreed that in case Lynde, Bowman, Darby Company, its successors or assigns shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to or possession of said premises, then all costs and expenses including reasonable attorney's fees, incurred therein, shall at once become due and payable and shall bear interest at ten per cent; and that in case of a foreclosure of this mortgage, and as often as any proceeding shall be had or taken to foreclose the same, the holder hereof may recover from the said first parties all costs and expenses, and a reasonable attorney's fee; and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of the said indebtedness; and for this purposes the holder hereof shall be entitled to a receiver, to the appointment of whom 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 damage nor for any rental other than that actually received. The appraisalment of said premises, if sold at foreclosure, is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidence of the indebtedness hereby secured shall in all respects be governed and construed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands on this 21st, day of October, 1908.