

said principal and interest at the time when the same falls due, and at the place and in the manner provided in said notes, 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 said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than (none) 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 levied 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 as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee of Fifty & no/100 Dollars, which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the ^{first} party of the first part promises and agrees to pay, together with all costs. The ^{first} party of the first part further agrees to pay any tax that may be assessed against this mortgage under the laws of Oklahoma and County aforesaid. Any expenses 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 mortgagors, 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 requirements herein, the whole sum secured hereby 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 thereof 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.

This mortgage and the notes and coupons secured hereby shall in all respects be governed and construed by the laws of Oklahoma.

WITNESSES:

Thomas Gallagher

Jno. Q. Adams

Mary Gallagher

Geo. L. Struble

STATE OF OKLAHOMA)
COUNTY OF ROGERS.) SS.

Before me, Geo. L. Struble, a Notary Public, in and for said County and State on this 28th, day of July, A. D., 1908, personally appeared Thomas Gallagher and Mary Gallagher his wife, to me known to be the identical persons who executed the within and foregoing instru-