

at the National Shoe & Leather Bank in New York, New York, with interest thereon from date until maturity at the rate of seven per cent. per annum, payable annually, which interest is evidenced by six coupon interest notes of even date herewith, and executed by the said Cora F. Applegeet nee Berryhill and William F. Applegeet, wife and husband one (the first) for Two and 25/100 Dollars, due on the first day of December, 1908, and five notes for Twenty Four and 50/100 Dollars each, due on the first day of December, 1909, 1910, 1911, 1912, 1913, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent. per annum, and are made payable to the order of said The Atkinson, Warran, & Henley Co., at the National Shoe & Leather Bank, in New York, New York.

SECOND: Said parties of the first part hereby agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the Territory of Oklahoma, or by the State Government succeeding that of said territory, if any there be, or by the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some fire insurance company, approved by the party of the second part for the sum of -----Dollars, and to assign the policies to the said party of the second part, as their interest may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD: the said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of the default in payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. and it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the ~~xxxx~~ party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of the time for payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: Said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Thirty-Five Dollars, which this mortgage also secures.

Party of the first part shall have the privilege of making partial payments on the principal sum herein named in amounts of \$100 or multiples at any interest paying time after one year from date hereof.

And the said parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption and stay