

receipts thereof shall be delivered to said second party. If the title to the 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.

Parties of the first part and their heirs, executors, administrators and assigns hereby warrant the title and quiet enjoyment of the aforesaid premises to the said party of the second part, her heirs, executors, administrators and assigns and will for ever defend the title to the aforesaid premises against the lawful claims and demands of all persons.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or her assigns, including insurance upon buildings, and may recover the same from the first party with eight and one-half (8½%) per cent. interest, and that every such payment is secured hereby and that in case of foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first parties an Attorney fee of ten (\$10.00) dollars and ten (10%) per cent, on the amount remaining unpaid as provided in said note, which attorney's fee shall be due upon the filing of a petition in foreclosure and which attorney's fee is secured hereby. Any expense incurred in Litigation or otherwise, including attorney fees and abstract of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at eight and one-half (8½%) per cent. per annum, and this mortgage shall stand as security therefor.

It is further agreed by first parties, 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 or upon the commission of any waste upon said premises, or any removal or destruction of any building or other improvements thereon, or the failure to keep said premises insured as herein provided, then and in such event, the whole sum of said principal note secured hereby, shall at once become due and payable at the option of the holder thereof without notice, and shall bear interest thereafter at the rate of eight and one-half (8½%) per cent. per annum, and the said party of the second part or her administrators, heirs or assigns shall upon the happening of such default or either of them, be entitled at their option, to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured thereby. That immediately upon the filing of the petition in foreclosure, the holder hereof shall be entitled to the possession of said premises, and to collect and apply the rents thereof less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of whom the first parties mortgagors herein, hereby consent, and 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 rental or damage other than for rents actually received.

It is further agree by first parties, that in case of a sale of the premises herein described for the payment of any sum due under this mortgage or the note secured hereby that the appraisement of said premises is hereby expressly waived, and all Homestead rights, exemptions and rights of redemption provided under any law of the State of Oklahoma are hereby expressly waived by first parties.

All the covenants and agreements herein contained, shall run with the title of the land herein described, and shall be binding upon the parties hereto their heirs