

said party of the second part, or its assigns, as additional security to this loan and if the taxes or insurance premiums are not paid when due by the party of the first part, the holder hereof may pay the same and this mortgage shall be security also for such payments, with interest thereon at the rate of eight per cent per annum, and the party of the first part assumes all responsibility of profits and care and expense of collecting said insurance if loss occurs.

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

FOURTH. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Fifth. Said party of the first part agrees that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof, as the same becomes due or any of the taxes, assessments or insurance premiums as they become due, or to comply with any of the foregoing covenants, the whole of money hereby secured shall, at the option of the holder hereof, become due and payable at once, and without notice.

The said party of the first part shall pay all expenses of collecting the insurance, and the event action is brought to foreclose this mortgage, a reasonable attorney's fee of not less than an amount equal to ten per cent of the principal note or notes herein described shall be added, which this mortgage also secured.

And that the said party of the first part, for said consideration, does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In Witness Whereof the said parties of the first part have hereunto set their hands on the day and year first above mentioned.

Neosho P. Maxey

E. B. Maxey

State of Oklahoma, }
County of Tulsa, } ss.

Before me, the undersigned, a Notary Public in and for said County, and State on this First day of September 1922 personally appeared Neosho P. Maxey and E. B. Maxey her husband 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.

Witness my hand and official seal the day and year above set forth.

(SEAL) C. Lipscomb,

Notary Public.

My Commission expires October 21, 1925

Filed for record in Tulsa County Tulsa, Oklahoma Sept. 2nd 1922 at 11:20 O'clock A.M.