

# COMPARED

First:-To pay the above recited debt and interest thereon when and as the same shall become due whether in course or under any covenant or stipulation herein contained.

Second:-Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies satisfactory to the mortgagee, for at least

~~Forty-five Hundred~~ Dollars, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee as collateral and additional security for the payment of said debt, interest, and all sums secured hereby, with subrogation clause satisfactory to the mortgagee attached to such policy or policies, with loss, if any, payable to said mortgagee or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee or its assigns, to the extent of its interest as mortgagee in said premises; and that the said mortgagee or its assigns may assign all such insurance policies to any indorsee of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all monies becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee may elect.

Third:-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:-To pay before the same shall become delinquent, any and all taxes, charges or assessments, general, local or special, levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises or any part thereof, or upon the mortgagee's interest therein, or upon this mortgage, or upon the said debt, or other sums hereby secured, to whomsoever assessed, including personal taxes, except where the mortgagors are prohibited by statute from so doing. Upon violation of this undertaking, or the passage by the State of Oklahoma, of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the mortgagor, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event, the debt hereby secured, without any deduction, shall, at the option of the mortgagee, its successors or assigns, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted.

Fifth:-To keep said premises free from all judgements, mechanics' liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained and to pay to the mortgagee within ten days all sums including costs, expenses and reasonable agents and attorney's fees, which it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all such sums at 10% per annum, from date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth:-In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or keep said premises free from judgements, mechanics' liens, or other statutory liens or claims of whatsoever character, which might be prior to the lien of this mortgage as hereinbefore provided, the mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's lien or other statutory liens, or other claim, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee all such sums which it may have so paid, or for which it may become obligated together with interest at 10% per annum, from the date of payment by the mortgagee; provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums so expended for delinquent taxes; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt; it being expressly agreed that in making such payments, the mortgagee shall be deemed acting as agent of the mortgagor in every particular and that payment by the said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage or the debt hereby secured, judgement, mechanic's lien, or other statutory liens, or other claims, as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

Seventh:-It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon, or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharged of said premises therefrom procured; or in case there shall exist upon said premises, or any part thereof, any claim, lien, encumbrance, easement or restriction prior to this mortgage, or which affects adversely the priority or lien of this mortgage, or if the lien and priority of this mortgage shall not be established and at all times maintained upon said property and every part thereof, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, the whole principal sum secured by this mortgage, and interest thereon and all other amounts hereby secured shall at the option of the mortgagee become immediately due and payable and this mortgage may be foreclosed accordingly, and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors or assigns shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid; and this mortgage and notes secured hereby shall be in all respects construed according to the laws of the State of Oklahoma.

Eighth:-In case of foreclosure hereof said mortgagor hereby agrees to pay the sum of Three Hundred Fifty Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage which shall be due and payable when suit is filed and for the consideration above hereby expressly waived the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

Ninth:-It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37, Statutes at Large of the United States, approved February 19, 1912, the said mortgagors, their administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part or its assigns and be credited upon the balance due hereunder.

Tenth:-As additional and collateral security for the payment of the note and the indebtedness herein before described, said mortgagor hereby assigns to said mortgagee, its successors and assigns all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:-In construing this mortgage the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seals the day and year first above written.

Charles C. Toomey (SEAL)

Ruth M. Toomey (SEAL)

(SEAL)

STATE OF OKLAHOMA, County of Tulsa ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April 1923, personally appeared Charles C. Toomey and Ruth M. Toomey, his wife 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.

C. C. McGilvray,

Notary Public.

My Commission Expires Jan. 12, 1926 (Seal)