

profits are hereby, in the event of default under the terms hereof, assigned to the holder of this mortgage.

Tenth. And if at any time, any law, either Federal or State, shall be passed imposing or authorizing the imposition of any specific tax upon mortgages, or upon notes or bonds secured by mortgages or deeds, or upon the principal or interest money secured thereby, or by virtue of which the owner for the time being of the land above described shall be authorized to pay any such tax upon said bond or mortgage, or either of them, or the principal or interest thereby secured, and deduct the amount of such tax paid from any money, principal or interest, secured by said bond or mortgage or deed, or either of them, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said bond, mortgage or deed, or either of them, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided to pay any tax or taxes or other charges is illegal and inoperative, then, and in any such case, the parties of the first part hereby agree that they will pay all such taxes, levies, or imposts above mentioned, which they may be authorized under any such law or decision to deduct from the amounts to be paid on account of the notes hereby secured, and the failure of the parties of the first part to make such payment shall constitute a default under the terms of this deed of trust, and the holder of said notes shall have the same rights and remedies on failure of said parties of the first part to carry out said obligation as here in provided in case of the failure to pay the principal notes hereby secured at maturity.

Eleventh. That upon default by first parties in the payment of any of said taxes, assessments, encumbrances, insurance premiums or other sums which may be necessary to be paid for the protection of the title and possession of said property, or the operation thereof, or for services of agents or attorneys, then said party of the second part or its assigns may make such payments and the amount so expended or advised shall become debts due in addition to the indebtedness represented by said notes and secured in like manner by this mortgage, but having priority over said notes, and shall bear interest from the time of payment thereof at the rate of 8% per annum, and shall be repaid to said parties advancing the same upon demand. As between the parties hereto, their successors, or assigns, the legality and validity of all taxes, assessments and liens shown by the usual public books and records shall thereby be conclusively established; and proper and regular receipts for such other payments or advances shall be prima facie evidence of the validity of such claims and of the time and amounts of such payments.

Twelfth. The said parties of the first part hereby expressly waive notice of election to declare the whole debt due as above stated and also waive the benefit of the stay, valuation and appraisal laws of the state of Oklahoma.

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

James Constantine

Olive Constantine

State of Oklahoma)
County of Tulsa) ss.

Before me, Jess Melanis, ^a Notary public in and for said County and State, on this 4th day of November, 1922, personally appeared James Constantine and Olive Constantine, 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.