

hereby.

SIXTH. That in case the first party shall fail to pay off any liens, charges, or incumbrances upon said real property, by virtue of which any party may claim priority over the lien of this mortgage, then the second party may pay, discharge, and remove such liens, charges, or encumbrances, whether same may prove to be in fact prior to the lien of this mortgage or not; and first party shall immediately repay to second party all sums expended therefor, and all costs and expenses in connection therewith, including any expenses incurred in litigation, or otherwise, in order to protect the lien of this mortgage, together with attorney's fees, abstract of title to said premises, and expenses of investigation in connection therewith, with interest thereon at ten per cent per annum from date of payment; and all sums so paid shall be an additional lien and charge upon said property, secured by this mortgage.

SEVENTH. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent per annum; and if any charge be made, or moneys collected, directly or indirectly, which would have the effect of increasing the rate of interest so that it would exceed the rate of ten per cent, if all charged as interest, all excess paid over ten per cent per annum shall be credited on the principal sum due hereunder.

EIGHTH. It is further agreed that if said note and interest thereon be paid when due, and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors. But if default be made in the payment of said note or any installment of interest thereon when due or in the performance of any of the covenants, agreements, terms or conditions herein contained, or if at any time any law of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party, is illegal or inoperative, the whole sum of money herein secured and all interest thereon to the date of payment thereof, to be computed at ten per cent per annum from the date of the exercise of option herein, may at the option of the holder of the note hereby secured and without notice, be declared due and payable at once and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest, and cost together with the statutory damages in case of protest, attorney's fees, and abstractor's fee for supplemental abstract for use in said foreclosure proceedings, anything in this mortgage or said notes contained to the contrary notwithstanding; Provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holder; and said second party, its successors or assigns, or any legal holder hereof shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof; and it is further agreed that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution. PROVIDED, That no stipulation contained in this mortgage shall in anywise be deemed to impair the negotiability of such note.

NINTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party shall pay to the plaintiff therein a reasonable attorney's fee of \$4000. together with abstractor's fee for supple-