

waste and nuisances of any kind, and that no part of said building shall be operated, used or maintained in any manner which would violate any law of the United States, or the State of Oklahoma, or any Ordinance of the City of Tulsa, or any lawful rules or regulations of any officer or department thereof.

Fifth. That beginning on January 2, 1923, and continuing thereafter during the entire time that any of the notes hereby secured remain outstanding and unpaid, it will deposit with said party of the second part on the 2nd day of each month an equal one-twelfth ( $1/12$ ) of all sums required during each year to pay (1) taxes of all kinds against the mortgaged property which may become due and payable during said period; (2) the maturing interest notes hereby secured; (3) maturing principal notes hereby secured and (4) any other charges or amounts which said party of the first part may become obligated to pay under the terms hereof. On or about January 2, 1923, and annually thereafter, said party of the second part shall advise said party of the first part the estimated amounts necessary during the succeeding twelve months to pay the items above indicated and thereafter the monthly deposits by said party of the first part shall be based upon said estimated total amounts; provided, however, that if at any time during said periods that the balance of said monthly deposits will not be sufficient to meet all of the said obligations becoming payable during said periods, then said party of the first part will promptly deposit with said party of the second part the additional amounts necessary to meet such deficiency. The sums deposited with the said party of the second part shall be applied by it to the payment of such taxes before delinquency, the payment of said interest and principal notes as they become due and are presented for payment at the office of said party of the second part, and the other charges or amounts which said party of the first part may become obligated to pay under the terms hereof as aforementioned.

Sixth. That it will pay the indebtedness, both principal and interest as herein provided when due, and if default be made in the payment of any part of same, then the party of the second part shall be entitled, without notice whatsoever, to immediately declare the whole sum yet unpaid immediately due and payable, and shall be entitled to proceed to foreclose this mortgage and sell said premises according to law to pay said debt and costs, together with an attorney's fee additional of the sum provided in said principal notes; and provided further that the entire sum so unpaid on the date of such default shall bear interest from the date thereof at the rate of 8% per annum.

Seventh. And it is further agreed that the whole of said principal sum shall become due at the option of the party of the second part after default in the payment of any tax assessment for thirty days after the same has become delinquent under the law imposing the same, or after default in the payment of any other sum or performance of any other condition herein undertaken by said first party or in the repayment by it to said second party of any sums advanced by said second party under the terms hereof.

Eighth. It is further agreed that in the event of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the said first party will pay to the plaintiff in such proceedings a sum equivalent to 10% of the whole sum then due as attorney's fees, in addition to all other statutory fees and costs, said fee to become due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and the lien thereof enforced, in the same manner as the principal debt hereby secured.