

One note for \$108.00 due October 1, 1923, one note for \$109.00 due October 1, 1924
One note for \$109.00 due October 1, 1925, ---

This mortgage is also given to secure any money which is or may become due and payable under the Loan Contract dated the 12 day of October, 1922, which is to be interpreted and construed as a part of this mortgage, and the party of the second part shall be under no obligation to release this mortgage until such items above referred to are fully satisfied, but a release hereof shall operate as a cancellation of said Loan Contract.

It is expressly agreed and understood by and between the parties hereto, that this mortgage is a second lien upon said premises; subject ^{only} to a first mortgage of even date herewith in the sum of \$2400.00 in favor of Conservative Loan and Trust Company, that the parties of the first part will pay said principal and interest at the time when the same shall fall due, and at the time and in the manner provided, in said notes, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of said second party.

It is further agreed and understood, that the said second party, may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party, or assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of foreclosure hereof, and as often as any foreclosure hereof may be filed, or note placed in the hands of an attorney for collection, the holder hereof may recover from the first party an attorney's fee of thirty two & 60/100 dollars which is secured hereby, and which the first party promises and agrees to pay, together with costs. Any expense incurred in litigation or otherwise, including attorney's fees, and abstract of title to said premises, incurred by reason of this mortgage, or to protect its liens, shall be repaid by the mortgagors, to the mortgagee or assigns, with interest thereon, at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest, principal, or other items secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements of the loan contract or this mortgage, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure;; and the holder thereof shall in no case be held to account for any rental or damage, other than for rents actually received, and the appraisement of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the notes secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof the said parties of the first part have hereunto set their