

the proceeds thereof at its discretion, either to the restoration of such improvements or the payment of said notes or any of them.

Third. That it will pay or cause to be paid all taxes, assessments, charges, general or special, water rents and other municipal or governmental rates, charges or liens, or any of them, which may be lawfully assessed against the said premises and that such payments will be made before the same become delinquent, and will pay all sums necessary to protect the property hereby conveyed and the title, possession or use thereof; and will present to said second party at its office, in the City of St. Louis, Missouri, the official tax receipts for all taxes so paid.

Fourth. That it will maintain all improvements now or hereafter on said premises in a tenantable condition and will operate the same in a first class manner and make necessary repairs and alterations thereto from time to time, and keep the same free from 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 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.

Sixth. 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.

Seventh. 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.

Eighth. Party of the first part hereby consents that any action to foreclose this mortgage may be brought in the county in which the land is situated and does hereby waive any objection to such venue of such action.

Ninth. The holder of this mortgage and the notes which it secures,