

It is further AGREED and UNDERSTOOD that said Trustee may at its discretion pay any taxes or assessments levied against said premises, or any other sums necessary to protect the rights of said Trustee and holders of said promissory notes, including insurance upon the buildings and improvements, and recover the same from the Parties of the First part with ten per cent interest from the time of making the payment, and every such payment is secured hereby, and in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, said Trustee may recover from the Parties of the First part as attorney fees the sum of One Thousand (\$1,000.00) Dollars, which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the Parties of the First part promise and agree to pay, together with all costs, and immediately upon the filing of a petition to foreclose this mortgage or deed or trust, the Trustee for the benefit of the holders of said promissory notes secured hereby shall be entitled to have a receiver appointed, and the Parties of the First Part hereby consent to the appointment of a receiver in case of foreclosure, which appointment may be made either before or after the decree of foreclosure, and said Trustee or the holders of the promissory notes secured hereby shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said property is hereby expressly waived.

Any expense of litigation or otherwise, including attorney fees and an abstract of title to said property incurred by reason of this deed of trust, or to protect its lien, shall be re-paid, by the Parties of the First Part to said Trustee for the benefit of the holders of said promissory notes hereby secured, with interest thereon at the rate of ten per cent (10%) per annum from date of any such payment, and this instrument or deed of trust and the property hereby conveyed shall stand as security therefor.

It is further AGREED that upon a breach of any agreement or covenant herein, or upon failure to pay when due any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or a failure to comply with any requirement herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of said Trustee, and said Trustee may at its discretion institute foreclosure proceedings and have said property sold and the proceeds applied as follows:

(a) To the costs and expenses incurred by the Trustee in said foreclosure proceedings, including attorney fees herein provided, and a reasonable compensation to said Trustee for its services.

(b) To the re-payment to the Trustee, together with interest thereon, of any amount advanced by the Trustee for the purpose of discharging taxes, assessments, or otherwise, as herein provided, or procuring and maintaining insurance upon the above described property.

(c) The surplus after such payment of costs, expenses, attorney fees and compensation to said Trustee shall be paid to the holders of said promissory notes. In case the amount received from such foreclosure sale shall be insufficient to pay all of said promissory notes, together with the interest thereon, then and in that event the said Trustee shall pro rate the amount remaining after the payment of the costs and expenses as herein set out to the owners and holders of said promissory notes.

This deed of Trust and the promissory notes hereby secured shall in all respects be governed and construed by the Laws of the State of Oklahoma, and all covenants and agreements herein contained shall run with the land herein conveyed.

IN TESTIMONY WHEREOF, the Parties of the first Part have hereunto set their hands this 11th day of December, 1922.

James Constantine
Olive Constantine