

erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of three thousand dollars, for the benefit of the party of the second part, its successors and assigns, and assign and deliver the policy and certificates thereof to the party of the second part, its successors and assigns, and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is hereby expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, its successors and assigns, without prejudice to any rights it might otherwise have by virtue of these presents to affect such insurance and the premium<sup>or premiums</sup>/paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in such payment of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful for the party of the second part, its successors and assigns, without prejudice to any rights which it might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money this paid shall be a lien on said premises, added to the amount secured by these presents<sup>and</sup>, shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in the payment of any of the ~~items~~<sup>items</sup> mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first party fail or neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of the State of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied therein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein being secured shall become due and payable at once, without notice if said second party so elect, anything heretofore contained or contained in said note to the contrary thereof in any wise notwithstanding.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party, its successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure to addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described, and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness - - hand - - the day and year first herein above written.

C. C. Latta,  
Minnie A. Latta,

State of Oklahoma)  
County of Muskogee, ) SS

Before me, Emmett H. Howard, a notary public, in and for said County and State, on this 26 day of December, 1922, personally appeared C. C. Latta