

covenant or stipulation herein contained shall not in any wise affect this mortgage nor the rights of the Mortgagee hereunder, nor operate as a release from any personal liability upon said note nor under any covenant or stipulations herein contained. And further the Mortgagor does hereby expressly covenant, stipulate and agree as follows:

FIRST: To pay before the same shall become delinquent all taxes and assessments of whatsoever character on said land, and all taxes or assessments that shall be made upon said loan or upon the legal holder of said note and mortgage on account of said loan by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United State of America, to whomsoever assessed, including personal taxes, excepting the mortgage registration tax provided by the laws of the State of Oklahoma, which shall be paid by the mortgagee.

SECOND: To keep the buildings and improvements upon the mortgaged premises insured against loss by fire, lightning, and windstorm, in a reliable insurance company approved by the party of the second part, for a sum satisfactory to the mortgagee, and to assigns all policies of insurance of whatsoever nature and amount taken out on same to said party of the second part, with subrogation clause satisfactory to the mortgagee, with loss payable to said mortgagee or its assigns; and to deliver said policies or renewals thereof to the mortgagee, as collateral and additional security for the payment of said debt, to be held by said mortgagee until this mortgage is fully paid. In the event of loss, under such policy or policies, the said mortgagee or its assigns, shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all monies becoming payable thereunder, and to apply the amount so collected toward the payment of the indebtedness hereby secured or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee may elect, and said mortgagor assumes all responsibility of proff and care and expense of collecting such insurance.

THIRD: In the event said mortgagor shall fail to insure said buildings or to pay the taxes and assessments upon said land before delinquent, then party of the second part, its successors or assigns, may insure, said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second part at the rate of 10 per cent per annum; provided the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums expended for delinquent taxes.

FOURTH: The mortgagor agrees to keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FIFTH: It is further understood and agreed that all money paid by the second party, its successors or assigns, for abstract or continuation of abstract or supplemental abstract of title to said premises, and all expense and attorney's fees incurred by the second party, its successors and assigns, by reason of litigation to protect the line or priority of this mortgage, or expense and attorney's fees incurred or other sums expended by the second party or its assigns, in completing the title to said property, so that the same shall be marketable in the mortgagor subject to no other claim whatsoever prior to this mortgage, shall be recoverable against the said first party; shall bear interest at the rate of 10% per annum, and be secured by this mortgage.

SIXTH: It is further expressly agreed that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises or upon said loan, or the premiums for said insurance, when the same become due, or if waste shall be suffered or committed on said premises, or if any lien of whatsoever character which

I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Oklahoma, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk of Oklahoma.

WAYNE L. DODGE, County Treasurer

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