

lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place. COMPARED

Third:- 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.

Fourth:- To pay Before the same shall become delinquent, any and all taxes, charges, or assessments, general, local or special, levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United State of America, upon said premises or any part thereof, or upon the mortgagee's, its successors or assigns, interest therein, or upon this mortgage, or upon the said debt, or other sums hereby secured to whomsoever assessed, including personal taxes.

Fifth\*-To keep said premises free from all judgements, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay to the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorney's fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together w always with interest on all such sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

441 Sixth:-In the e vent of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or keep said premises free from judgements, mechanic's liens, or other statutory liens or claims of whatsoever character, which might be prior to the lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's liens or other statutory liens or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns, provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums soexpended for delinquent taxes; and for payment thereof this mortgage shall stand as security in like manner and effect as for thepayment of said principal debt, it being expressly agreed that in making such payment, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by the said mortgagee, its successors or assigns, of any such insurance premiums, taxesm or assessments upon said property, or upon this mortgage or the debt hereby secured, judgement, mechanic's liens, or other statutory liens, or other claims, as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

Seventh:-It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sums hereby secured, or if waste shall be suffered or committed on saidpremises or if any mecha/nic's/<sup>or other</sup>liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon