

COMPARED

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SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep such buildings and improvements on said land insured against fire and tornado in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the holder hereof, as additional security to this loan, and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings fences and improvements on said land in as good repair as they now are, and not to commit nor allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by the receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note, or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting said insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than One Hundred Thirty dollars (\$130.00) shall be added, which this mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

R. W. Monroe
Pearl A. Monroe

State of Oklahoma }
County of Tulsa } ss.

On January 31st 1923, Before the undersigned, a Notary Public within and for the above named county and state, personally appeared R. W. Monroe and Pearl A. Monroe, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires July 16, 1924 (SEAL) Mary M. Miller, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 9, 1923 at 4:10 o'clock P.M.
in Book 442, page 378
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk