

collateral additional security for the indebtedness secured hereby until said indebtedness is fully paid and the parties of the first part assume all responsibility of proof and expense of collecting such insurance if loss occurs.

SECOND: To keep all buildings, fences and other improvements on the said lands in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD: If any default be made in the payment of any part of either of said notes, when the same shall become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for said insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon to that date, immediately shall become due and payable, at the option of the second party without notice; but the party of the second part, or the legal holder of the indebtedness hereby secured, at its or his option may pay such taxes or assessments or installments of principal, or charges for insurance so due and payable, if the first party shall for thirty days after same are due neglect or refuse to pay same, and said amounts together with interest thereon at the rate of ten per cent. per annum, shall be an additional lien upon the said mortgaged property, which shall be secured by this mortgage in the same manner as said principal sum secured hereby, or the holder of the indebtedness secured by this mortgage, if it so elect, may in case of default in payment, as herein agreed by the first parties, declare the whole sum of money secured hereby due and collectible at once, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns as additional collateral security, and the party of the second part or its assigns shall be entitled to possession of said premises, by Receiver or otherwise.

FOURTH: This mortgage secures the payment of the principal notes herein described, and all renewals, principals or interest notes that may hereafter be given, in event of any extension of it, for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

FIFTH: In event action in court is brought to foreclose this mortgage, the first parties bind themselves to pay a reasonable attorney's fee of ten per cent. of the amount of the indebtedness then due, which sum this mortgage also secured.

SIXTH: The parties of the first part, for value received, do hereby expressly waive arraignment of the said real estate, together with all rights of stay, redemption, and homestead.

SEVENTH: The first parties are, each of them, citizens of the State of Texas; and neither of them is a citizen of the State of Oklahoma.

In testimony whereof, the parties of the first part hereunto subscribed their names on the day and year first above mentioned.

Chas L. Brown

Pearl H. Brown

State of Texas,
County of Tarrant

Before me, Clara Read, a Notary Public in and for said State and County, on this the 6th day of February, 1923, personally appeared Chas. L. Brown and wife Pearl H. Brown, 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.

Witness my hand and official seal.
My commission expires May 31, 1923. (SEAL)

Clara Read-Notary Public,
Tarrant County, Texas.