

COMPARED

SECOND: SAID party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$_____ against loss by fire and not less than \$_____ against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan, and if the taxes or insurance premiums are not paid when due by the party 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 eight per cent per annum, and the party of the first part assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or 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 receiver or otherwise.

FIFTH: Said party of the first part agrees 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 becomes 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 party of the first part shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage, a reasonable attorney's fee of not less than an amount equal to ten per cent of the principal note or notes herein described shall be added, which this mortgage also secures.

And that the said party of the first part, for said consideration, does hereby expressly waive an appraisal 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 virtue.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands on the day and year first above mentioned.

Executed and delivered in the presence of

D. L. Nigh.

Mrs May Nigh

ACKNOWLEDGMENT.
(Husband and Wife.)

STATE OF OKLAHOMA.)
COUNTY OF TULSA.) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd, day of Feb. 1923, personally appeared D. L. Nigh and May Nigh, 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 herein set forth.