

successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, its successors or assigns said sum or sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or maybe levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein, his heirs, or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same become due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof, and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to ten dollars and ten per cent addition^{al} of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part, have hereunto set their hands the day and year first above written.

W. J. Kirkwood,
Maude M. Kirkwood.

ASSIGNMENT.

Know all men by these presents: That C. W. Kirkwood, of Tulsa County, in the State of Oklahoma, the within named mortgagee, in consideration of the sum of one dollar and other good and valuable considerations, to him in hand paid, the receipt^{pt} hereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Exchange Trust Company, a corporation, heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory notes, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same forever subject, nevertheless, to the conditions therein contained.

In witness whereof, the said mortgage has hereunto set his hand this 8th day of March, 1924.

C. W. Kirkwood.