

and coupons. ~~continued~~

The parties of the first part hereby make the following special covenants to and with said party of the second part, and their assigns, to-wit:

First: That said first part will procure separate policies of insurance against fire and tornado, each in the sum of \_\_\_\_\_ dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second: That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

Third: That the said first parties will keep and maintain all improvements on the premises in good condition, commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

Fourth: Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth: In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore stated.

Sixth: Upon any default entitling the holder <sup>here-</sup> to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh: Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this sixth day of June, 1924,

W. C. Upchurch,  
Helen L. Upchurch.

State of Oklahoma)

Tulsa County )

SS Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of June, 1924, personally appeared W. C. Upchurch and Helen L. Upchurch, his wife, to me known to be the identical person 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, the day and year above set forth.

(SEAL) L. Spán, Notary Public.

My commission expires May 25th 1927.

Filed for record in Tulsa County, Okla. on June 7, 1924, at 11:05 A.M. recorded in book 449, page 463, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.