

15294

125<sup>th</sup> and 126<sup>th</sup>  
St. of Oklahoma

11 June 4

and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than two thousand dollars, in form and companies satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative; and that all policies and renewals of same shall be delivered to said second party or his representatives.

Party of the first part and his heirs, executors, administrators and assigns will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest and that every such payment is secured hereby, and that in case of a foreclosure hereof as often as any foreclosure may be filed, the holder hereof may recover from the first party an attorney fee of two hundred dollars, or such different sum as may be provided for by said note which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including Attorney fees and abstract, of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warrant herein or upon a failure to pay when due any sum, interest or principal, secured hereby or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any buildings or other improvements thereon, without the consent of the said second party the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party or if the second party <sup>or its assigns</sup> shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said <sup>in</sup> indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall, in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured thereby shall in all respects be governed and construed by the laws of the State of Oklahoma.