

the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagor to said mortgagee.

Second. That said ^{mo}mortgagors within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon the said lands, and will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of two thousand five hundred dollars, as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

Third. If said mortgagor will make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effects such insurance, and the sums so paid shall be a further lien on said ^{ses}premises under this mortgage, payable forthwith, with interest at the rate of ten per cent per annum.

Fourth: Should default be made in the payment of said monthly sums or of any of said fines and fees, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of three months then the aforesaid principal sum of two thousand five hundred & no/100 dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, without notice, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings, to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

Fifth: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of two hundred fifty and no/100 dollars as a reasonable solicitor's fee and all expenses incurred for supplemental abstract to said premises, in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagor or mortgagee may be made defendant in any suit affecting the title to said property ^{ch}which sum shall be an additional lien on said premises.

Sixth: As further security for the indebtedness above recited the mortgagors hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representatives may collect said rents and credit the sum collected less cost of collection, upon said indebtedness.

In witness whereof, the said mortgagors have hereunto set their hands and seals on the 22nd day of May, A.D. 1924.

Thomas R. Eastman,
Tennie Eastman.

State of Oklahoma)

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Tulsa County) Before me, Meryle Horning, a Notary Public, in and for said County and State on this 22nd day of May, 1924, personally appeared Thomas R. Eastman and Tennie Eastman, husband and 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 own free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal on the date above mentioned.