

125

450 party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the AETNA LIFE INSURANCE COMPANY at its office in Hartford, Connecticut, its successors or assigns, the principal sum of Forty-five Hundred Dollars according to the terms and conditions of one promissory note, made and executed by John H. Regier and Sarah Regier parties of the first part, bearing even date herewith, with interest thereon from date which interest is evidenced by coupon interest notes thereto attached, and the mortgagor agrees that the said mortgage shall be subrogated for further security to the lien, though released of record, of any and all prior encumbrance upon said real estate paid out of the proceeds of the loan secured hereby, and it is hereby further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the makers or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in any wise affect this mortgage nor the rights of the Mortgagee hereunder, nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate and agree as follows:

FIRST: To pay before the same shall become delinquent all taxes and assessments of whatsoever character on said land, and all taxes or assessments that shall be made upon said loan or upon the legal holder of said note and mortgage on account of said loan by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, to whomsoever assessed, including personal taxes, excepting the mortgage registration tax provided by the laws of the State of Oklahoma which shall be paid by the mortgagee.

SECOND: To keep the buildings and improvements upon the mortgaged premises insured against loss by fire, lightning and windstorm in a reliable insurance company approved by the party of the second part, for a sum satisfactory to the mortgagee, and to assign all policies of insurance of whatsoever nature and amount taken out on same to said party of the second part, with subrogation clause satisfactory to the mortgagee, with loss payable to said mortgagee or its assigns; and to deliver said policies or renewals thereof to the mortgagee as collateral and additional security for the payment of said debt, to be held by said mortgagee until this mortgage is fully paid. In the event of loss, under such policy or policies, the said mortgagee or its assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all monies becoming payable thereunder, and to apply the amount so collected toward the payment of the indebtedness hereby secured or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee may elect, and said mortgagor assumes all responsibility of proof and care and expense of collecting such insurance.

THIRD: In the event said mortgagor shall fail to insure said buildings or to pay the taxes and assessments upon said land before delinquent, then party of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the