

COMPARED

FOURTH: That said first party will keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are at this date.

FIFTH: That said first party will at once insure the buildings upon said premises against loss by fire, lightning, and wind storm, in such other forms of insurance as may be required by said second party or assigns, in an amount satisfactory to said second party or assigns, in insurance companies approved by said second party, for not less than a three-year term, and at once deliver all policies to said second party as collateral and additional security for the payment of said debt, interest and all sums secured hereby, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party or assigns, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second party or assigns, may so insure and reinsure said buildings, acting as agent for said first party in every particular; that every insurance policy on said premises issued before said debt is paid shall be assigned as collateral security to the party of the second part of assigns, as above provided, and, whether the same have been actually assigned or not, they shall, in case of loss, be payable to said second party or assigns, to the extent of their interest as mortgagee in said premises; and that said second party or assigns may assign said policies, as agent of said first party, to any subsequent purchaser of said premises, and that, in the event of loss under such policy or policies, the second party or assigns shall have, and is hereby specifically given, full power to settle and collect the same, and to apply the amount so collected toward the payment of the indebtedness hereby secured.

SIXTH: That the said first party will immediately repay to the second party, its successors or assigns, all and every such sum and sums of money as it may have been paid for taxes and assessments against said real estate, or upon said mortgage and for insurance and on account of liens, claims, adverse titles, and encumbrances on said premises, and expenses of perfecting and defending title to said lands, with interest thereon at the rate of ten (10) per cent, per annum from the time said sum or sums of money have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest specified by law on all sums expended for delinquent taxes, and all of which said sum or sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and shall be secured by this mortgage.

SEVENTH: That if the makers of said note or notes shall fail to pay any of said money, either principal or interest, when due, or in case the said first party shall commit or permit waste upon said premises, or fail to conform to or comply with any one or more of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his, or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest, and costs, together with the statutory damages in case of protest; and the legal holder thereof, shall, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above-described premises, and may at once take possession and receive and collect rents, issues, and profits thereof. For value received, the party of the first part hereby waives all benefits of the stay, valuation or appraisement and exemption laws of the State of Oklahoma; and this mortgage and notes secured hereby shall be construed and adjudged according to the laws of the State of Oklahoma, at the date of their execution.

EIGHTH: That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same the first party will pay to the said plaintiff a reasonable attorney's fee of \$200. therefor, fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said pre-