

and improvements on said land insured against fire and tornadoes in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third. The said parties of the first part agree to keep all buildings, fences, and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

COMPARED

Fourth. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional <sup>collateral</sup> security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Fifth. Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same becomes due or any of the taxes, assessments, or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or to recover on the insurance policy, a reasonable attorney's fee of not less than four hundred seventy seven & 5/100 dollars shall be added, which this mortgage also secured. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

In testimony whereof, the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Executed and delivered in the presence of - Fred S. Purcell,  
A. C. Andrews.

Louise Berry Walker,  
V. B. Walker.

State of Florida)

Pennington County ) Before me, Arthur C. Andrews, a Notary Public in and for said County and State, on this 8th day of Mar. 1923, personally appeared Louise Berry Walker and V. B. Walker, her husband 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 free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires March 31, 1927.

(SEAL) Arthur C. Andrews, Notary Public.

Filed for record in Tulsa County, Oklahoma, on May 14, 1923, at 3:15 P.M. and duly recorded in book 455, page 80, By Brady Brown, Deputy

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

230461 - BH

COMPARED

#### OKLAHOMA MORTGAGE.

This indenture, made this 3rd day of May, in the year of our Lord, one thousand nine hundred and twenty three, between Floyd Waymire and Mary E. Waymire his wife, of Tulsa County, Oklahoma, of the first part and the Oklahoma Farm Mortgage Company, a cor-