

COMPARED

North, Range 13 East.

of the Indian Meridian, containing in all 149.88 acres, more or less, according to Government Survey thereof, with all improvements thereon and appurtenances thereunto belonging and warrants the title to the same, as security for the payment of a debt evidenced by a certain promissory note, executed concurrently with this mortgage by William Friese and Fannie T. Friese and payable to the party of the second part, or order, and bearing the same date as this mortgage, for the sum of Seven Thousand Five Hundred and no/100 DOLLARS, the principal sum loaned, payable on date therein specified, or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rate therein specified; interest until maturity being evidenced by interest coupon notes of even date, with draw interest at the rate of ten per centum per annum, after maturity, payable annually until paid.

The party of the first part hereby COVENANTS and agrees with the party of the second part as to as follows:

FIRST:-The party of the first part does hereby release, relinquish, and waive all rights or claims of homestead exemption and does hereby include such rights or claims in this mortgage.

SECOND:- To pay all taxes, assessments and charges of every character which are now due, or which hereafter may become liens on said real estate before the same become delinquent, and deliver to the second party receipts for the payment thereof, If not paid, the holder of this mortgage may elect such <sup>to pay such</sup> taxes, liens, or assessments and be entitled to interest on the same at the rate of ten per centum per annum, and this mortgage shall stand as security for the amount so paid with interest.

THIRD:-To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for firewood on the farm.

FOURTH:- To keep the buildings on said premises insured in some responsible joint stock company, approved by the party of the second part, for the insurable value thereof, with the second party's form of mortgage clause attached, making said insurance payable in case of loss to the party of the second part, or assigns, as its or their interest may appear, and deliver the policy and renewal policies to the mortgages herein. In case of failure to keep said buildings so insured, the holder of this mortgage may effect such insurance and the amount so paid shall be collectible with the notes herein, with interest at the rate of ten per centum per annum, and this mortgage shall stand as security therefor.

FIFTH:- That if either principal or interest notes are not paid when they become due, or if there is failure to conform with or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable, at the option of the second party, without notice and this mortgage may be foreclosed.

SIXTH:- To waive, and they do hereby waive, all benefits of stay, valuation or appraisal laws of the State of Oklahoma.

SEVENTH:-The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which second party may be put in protecting the title herein warranted, or in any suit involving the mortgage security, all such costs, expenses, and attorney's fees to be secured hereby with interest at ten per centum per annum.

EIGHTH:-In case of foreclosure proceedings being commenced, the party of the first part hereby agrees to pay to the party of the second part an attorney's fee of ten per centum of original amount of said note hereby secured, payable upon filing of the petition, the same to be secured hereby with interest at the rate of ten per centum per annum.