

464

This mortgage is made to secure the payment of the money, and the performance of the agreements, to be paid and performed by mortgagor to-wit:

FIRST--That the mortgagor will pay to said THE FIRST TRUST COMPANY OF WICHITA, its successor or assigns, at its place of business, in Wichita, Kansas, Five-thousand and no/100 DOLLARS according to the terms of one promissory note executed by the said mortgagor said note being in amount as follows:--

One note for Five-thousand and no/100 Dollars, Dated July 20th, 1923 bearing interest from the date therein stated at  $5\frac{1}{2}$  per cent per annum, payable semi-annually.

SECOND--That from and after the maturity of said note or any of said notes, according to the provisions thereof, and after the maturity of any sum herein agreed to be paid, mortgagor will pay to the mortgagee, its successor or assigns, interest at the rate of 10 per cent per annum, semi-annually on said principal note or notes from the date of such maturity to the time when the money shall be actually paid.

THIRD-- That mortgagor will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, before the same become delinquent, also all liens, claims, adverse titles, and encumbrances on said premises; if any of said taxes, assessments, liens or claims be not paid by mortgagor, mortgagee may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent per annum and this mortgage shall stand as security for the amount so paid with such interest.

FOURTH-- That mortgagor will keep all buildings, fences and other improvements on said real estate in good repair and will permit no waste on said premises.

FIFTH--That mortgagor will at his own expense until the indebtedness herein recited is fully paid keep the buildings erected on said lands, insured against fire in sum of -----DOLLARS in some responsible Insurance Company, approved by mortgagee, payable to the mortgagee or assigns and deliver the policies to the mortgagee; the mortgagee agrees, in case of fire, to devote the proceeds of such insurance to rebuilding buildings on said land, the said mortgagee, or assigns, holding the said proceeds in trust until the buildings are rebuilt; or if mortgagor prefers, said proceeds may be credited on the principal sum, as of date of maturity of next interest payment. In case of failure to insure or maintain insurance as agreed and deliver the policies to the mortgagee herein, said mortgagee may procure such insurance and pay the premium thereon, including all premiums unpaid on any policy delivered to mortgagee and collect the cost thereof, together with 10 per cent interest, from mortgagor, and this mortgage shall stand as security therefor.

IT IS EXPRESSLY AGREED: That if mortgagor shall fail to pay said sum of money, either principal or interest, within sixty days after the same become due, or fails to perform any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed for the whole of said money, interest and cost; any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage be forthwith entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, rent the same and collect the rents therefrom under direction of the court. It being agreed between the parties hereto, that the allegations of the petition as to any default in performance of any agreement contained in this mortgage, to be by mortgagor performed, together with the above agreement relating to possession and appoint-