

or assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is hereby expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part his heirs, executors, successors or assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in such payment of the taxes and assessments as above provided, or any part thereof then and in such case it shall be lawful for the party of the second part, his heirs, executors, successors or assigns without prejudice to any rights which might otherwise by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note or should first part fail or neglect to pay or cause to be paid, all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on the premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount/secured shall become due and payable at once without notice, if said second so elect, anything hereinbefore contained contained in said notes to the contrary thereof is any wise notwithstanding.

And it is ^{further} expressly agreed, that as often as any proceeding is taken to foreclose this mortgage said first parties shall pay said second party, his heirs, executors, successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness our hands the day and year herein above written.

George Ricker,
Etta L. Ricker.

State of Oklahoma)
County of Tulsa) SS

Before me, a notary public, in and for said County and State, on this 13th day of August, 1923, personally appeared George Ricker and Etta L. Ricker husband and wife, of Tulsa, Oklahoma 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.

Witness my hand and official seal the day and year last above written.

(SEAL) V. I. Hill Notary Public.

My commission expires Sept. 26, 1926.