

levied against the said mortgagors, their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate on or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

Third. That the said mortgagors will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of \$7,500.00 dollars, as a further security of said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

Fourth: If said mortgagors make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage payable forthwith with interest at the rate of ten (10) per cent per annum.

Fifth. Should default be made in the payment of said monthly sums, or if any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws and should the same, or any part thereof, remain unpaid for the period of six (6) months, then the aforesaid principal sum of \$7,500.00 dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee or of its successors or assigns, become payable immediately anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) per cent per annum in lieu of the further payments of monthly installments.

Sixth. The said mortgagors shall pay to the said mortgage or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said said premises.

Seventh: As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

In witness whereof, the said mortgagors have hereunto set their hands and seal on the 14 day of August, A.D. 1923.

Mae Campbell Newkirk,
Frank Newkirk.

State of Oklahoma)
Tulsa County) SS

Before me, George P. Bohnette a Notary Public, in and for said County and State, on this 21st day of August, 1923, personally appeared Mae Campbell Newkirk and Frank Newkirk, wife and 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.

In witness whereof, I have hereunto set my hand and notarial seal on the date