

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.40, and issued Receipt No. 114, for the payment of mortgage tax on the within mortgage.

Dated this 10 day of Sept 1923

W. W. Stackey, County Treasurer

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COMPARED

second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said A.G. Swanson is justly indebted unto the said party of the second part in the principal sum of one thousand and no/100 dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part A. G. Swanson, and payable according to the tenor and effect of one certain first mortgage real estate note, executed and delivered by the said A. G. Swanson, bearing date August 28, 1923, payable to the order of the said J. F. Culbertson, September 1, 1923, after date, at office of Culbertson & Tamm, Muskogee, Oklahoma, with interest thereon from date until maturity at the rate of seven per cent per annum, payable annually, on the first day of September, in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said J.C. Culbertson at office of Culbertson & Tamm, Muskogee, Oklahoma.

Second, Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences, and other improvements upon said premises in good repair and condition as the same are at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of insurable value, loss, if any, payable to the mortgagee or his assigns.

And it is further agreed that every such policy of insurance held by the party of the second part, or the legal holder or holders of said note as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder of holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.