

part, its successors and assigns, and assigns and deliver the policy and certificates thereof, to the party of the second part, its successors and 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, its successors and assigns, without prejudice to any right it might otherwise have by virtue of these presents, to effect such insurance, and the premiums 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, its successors and assigns, without prejudice to any rights which it might otherwise have 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 said 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 effect or weaken the security herein, intended so to be, or shall commit, waste on said 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 herein secured shall become due and payable at once, without notice, if said second part so elect, anything hereinbefore contained or contained on said note to the contrary thereof in any wise notwithstanding,

AND IT IS FURTHER EXPRESSLY AGREED; That as often as any proceeding is taken to foreclose this mortgage said first part shall pay said second party, its 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 in hereby waived or not at the option of the party of the second part; Witness their hands the day and year first herein above written,

William H. Curnutt

Cynthia P. Curnutt,

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
County of Tulsa) SS

Before me, the undersigned a Notary Public in and for said County and State, on this 31 st, day of August, 1923, personally appeared William H. Curnutt and Cynthia P. Curnutt, husband & wife, to me known to be the identical person 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,

My Commission expires Aug., 28- 1924 (seal)

Joseph C. Dowdy Notary Public.