order of the second party with interest there on at the rate of 8% per centum per annum after maturity.

230

The interest before meturity is further evidenced by - - coupons stoched to the principal note, principal and interest payable at the place designated in soil note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the acoud part and their assigns, to-wit:

First: That said first part_ will produce separate policies of insurance against fire and tornadoes, each in the sum of - - - dolbrs, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first parties will payful taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent. Third. That the said first parties will keep and maintain all improvements on the premises in good codition; commit or suffer no waste thereon, and not allow said premises to become in a delapidated condition,

Fourth. Upon any breach of the first, second or third spocial covenants of this mortgage hereinbefore enumerated as well as for the failure to pay any part of the indebted ness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth. In case of default in payment of any indurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the fate of tenper cent per annum, provided that such payments by the mortgagee shall notoperate as a waiver 'of the fight to foreclose the mortgage under the provision of the fourth special covenant hereinbefore set out.

Sixth. Upon any default entitleing the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Febral Court, an additional sum of ten per cent ofrthe amount due shall be recovered as attorney's fees and shall be included in any judgement or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead exemption and stay laws in Oklahoma.

Dated this 15th day of September,1923.

Herley T. Price, Writh Price.

State of Oklahoma)

474

Tulss County) Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of October, 1923, personally appeared Harley T. Price, and Writh Price, his wife, to me known to be the identical: persons who executed and 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 seak, the day and year above set forth.

(SEAL) Roy L. Ware, Notary Public,

My commission expires August 25th, 1927.

Filed for record in Tulsa County, Okla. on Oct. 30, 1923, at 4:10 P.M. recorded in book 471, page