312

A.)MPARED Sold mrtgogors sgree to pay promptly when due and payable all taxes and assess-Third. ments that may be levied within the State of Oklahoma, upon soid lands and tenements, or upon sny interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and notes as a condition to maintain or of enforcing or enjoying the full benefit of this mortgage, or the collection of soid indebtedness; and will pay any and all labor and material liens whether created before or after this date/are lawfully charged against said premises;

And will also keep ally uildings erected and to be erected upoppaid lands, insured against loss and damage by tornado and fire with insurance approved by the mrtgagee herein in the sum of \$10,000.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail, to pay any such taxes, assessments, charges, labor or material liens or insurance, the holder of this mortgage and the debt secured hereby may pay said taxes, assessents, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of sold advances, with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

Fourth. Mortgagor agree, to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagor or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage maypay off such prior encumbrance in full, or the amount/thereon whether pricipal or interest, or maypay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty days (30) from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note, shall become at once due and payable at the option of the holder thereof.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fullfilment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and faeclose this mortgage, the institution of such suit being all the notice required.

Fifth. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of \$200.00, as a reasonable attorneys 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, was often as the same mortgagors or mortgagees may be made defendent in any suit affecting the title to said property which sum shell be and additional lien onsaid remises and shall become due upon he filing of petition or cross petition or foreclosure.

Sixth. Mortgagor further agrees that in the event action is brought to foreclose this mortgege for the purpose of collecting said indebtednes secured hereby. a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

In witness whereof, the said mortgagor has hereunto set his hand on the lat day of NovemberA D. 1923.

F. M. Olston.