

successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party. COMPARED

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured;

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, together with a reasonable attorney's fee, which shall be allowed the second party, its successors or assigns, and such costs, expenses and attorney's fee, shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured;

That if suit is brought to foreclose this mortgage, to pay a reasonable attorney's fee of one hundred twenty dollars to the plaintiff's attorney in addition, to be due upon the filing of the petition in foreclosure, to be secured by this mortgage.

That the property herein described being located in the State of Oklahoma, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Oklahoma, with reference to the laws of which state the parties to this agreement are now contracting.

Now, of the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs, or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon, when due, or the taxes or assessments assessed, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable, without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, appraisement waived, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment <sup>of any judgment</sup> rendered, or amount found due upon foreclosure of this mortgage.

Dated this first day of October, 1923.

Ells Wilcox,  
H. H. Wilcox,

Witnesses: G. C. Call,  
Voisey Call.