

the terms and at the times and in the manner provided in one promissory note, made and executed by the first party to the order of the second party herein, bearing even date herewith with interest thereon from the date thereof at the rate of six per centum per annum, payable semi annually, which interest is evidenced by coupons thereto attached, which principal sum is payable in installments and on the dates as therein specified with the privilege of partial payments prior to maturity in accordance with the stipulations therein.

#### COMPARED

It is expressly agreed and understood by and between the parties hereto that this mortgage is a first lien upon the said premises and that the first party will pay said principal and interest at the time and in the manner provided in said notes and that the first party will pay all taxes and assessments against said land immediately upon the same becoming due and will not commit or permit any waste upon said premises; that the buildings or other improvements thereof shall be kept in good repair and shall not be destroyed or removed without the consent of the second party or its assigns; and the first party agrees to keep said premises unceasingly insured during the life of this mortgage against fire, lightning, and torando, for not less than six-thousand and no/100 dollars, in form and companies satisfactory to second party or its assigns, and that all policies for such insurance and any insurance now or hereafter written covering said premises shall be immediately after the execution thereof delivered to the second party or its assigns, and all policies covering expired insurance shall be delivered to second party or its assigns at least thirty days before the expiration date of such expiring insurance, all of such policies to have mortgage clause of a form satisfactory to second party or its assigns attached. If the title to said premises be transferred, the second party or its assigns is authorized as agent for the first party to assign the insurance to the grantee of the title, without any duty, however, on the second party or its assigns, so to do.

It is further understood and agreed that in event any taxes or assessments against said premises become delinquent or any other sums become due, the payment of which is necessary to protect the property or the rights of the second party or assigns, or in the event of the failure to procure and keep in force insurance as herein provided, the second party or its assigns may pay any such taxes or assessments or sums necessary, or procure and pay for such insurance. (but there is no obligation upon the second party or its assigns so to do); and the first party agrees to repay the same immediately with interest at 10%, which sums so expended and interest shall be a lien on the real property above described and secured hereby.

It is further agreed that if and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for collection, the first party agrees to pay to the holder hereof 10% of the amount then secured hereby, which shall in no event be less than \$50.00 as a reasonable attorney's fee, which is hereby agreed to be a reasonable attorney's fee, and which shall be secured hereby and shall upon a foreclosure hereof be taxes as costs.

It is further agreed that any expense incurred in litigation or other-wise, or in the purchase of any abstract of title or continuation of any abstract of title which the holder hereof may at any time deem necessary, shall be paid by the first party to the holder hereof, which sum shall be a lien on the premises above described and secured hereby.

It is further agreed that in the event of the passage after the date of this mortgage of any law of the State of Oklahoma deducting from the value of land for the purposes of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or the debts or obligations secured thereby for state or local purposes, or the manner of the collection of any such taxes so as to affect the interest of the holder the whole of the principal sum secured by this mortgage, together with the interest