

mortgage, or expenses and attorney's fees incurred or other sums expended by the second party or its assigns, in completing the title to said property, so that the same shall be marketable in the mortgagor subject to no other claim whatsoever prior to this mortgage, shall be recoverable against the said first party; shall bear interest at the rate of 10% per annum and be secured by this mortgage. COMPARED

479 SIXTH: It is further expressly agreed that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises or upon said loan, or the premiums for said insurance, when the same become due, or if waste shall be suffered or committed on said premises, or if any lien of whatsoever character which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises or any part thereof, any claim or encumbrance of any character prior to this mortgage or which affects adversely the priority or lien of this mortgage, or if the lien and priority of this mortgage on every part of said premises shall not be established and at all times maintained; or in case of breach of any covenant or condition whatsoever herein contained, the whole of said principal sum named herein and interest thereon, together with all other sums hereby secured, shall become immediately due and payable, at the option of said second party, and this mortgage may be foreclosed accordingly.

SEVENTH: It is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, as provided in paragraph three of this mortgage, shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether said insurance premiums or taxes or assessments or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided. And it is also agreed that in the event of any default in payment, or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part or its assigns as additional collateral security, and said party of the second part, or its assigns, shall be entitled to immediate possession of said premises, and may at once take possession and receive and collect the rents, issue and profits thereof.

EIGHTH: It is further agreed that in the event action is brought to foreclose this mortgage, or in event the same shall be placed in the hands of an attorney to be proved, established or allowed in any court, the mortgagor will pay a reasonable attorney's fee of One Hundred Dollars, which shall become due and payable immediately upon the filing of the petition for foreclosure, or upon this mortgage being placed in the hands of an attorney for the purpose of establishing the same in any court whatsoever, and the said fee shall be a further lien upon said premises and secured by this mortgage; and it is further agreed that upon the institution of proceedings to foreclose this mortgage, the mortgagee, its successors or assigns, shall be entitled, without making the proof required by statute, to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and the mortgagor does hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma.

NINTH: It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February 19, 1912, the said