

and care and expense of collecting such insurance if loss occurs.

3 The parties of the first part agree to keep all buildings, fences and other improvements on said premises in as good repair as they are now, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.

4- It is further expressly agreed by and between the parties hereto 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 the premiums of said fire and tornado insurance, when the same become due, or in case of removal of any of the buildings or other improvements from said land or in case of the covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part, on account of taxes or assessments, upon said premises, or the premiums for fire and tornado insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately, and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said bond, together with interest payments, made, if any have been made, upon said sum, and the party of the second part, or the legal owner, and holder of said note, and mortgage, shall be entitled to recover on account of taxes or assessment upon said premises, or insurance premiums paid by the party of the second part, the full amount so paid, as taxes or assessments, or insurance premiums, together with interest thereon from the date of such payment at 10 per cent per annum,

And it is also agreed that in the event of any default in payment or breach of any covenant or conditions herein, the rent and profits of said premises, are pledged to party of the second part, or her assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of the said premises by receiver or otherwise, at the option of the party of the second part, 484

It is further agreed and understood that in computing interest upon this loan in accordance with the stipulation of this bond, and this mortgage, such interest shall in no event, nor in anywise, directly or indirectly, be computed so as to exceed 10 per cent per annum,

5- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewals, principal or interest notes, that may hereafter be given, in the event of any extension of time for the payment of said principal or interest upon the same during the said time of extension,

6- Said parties of the first part, hereby agree in event action is brought to foreclose this mortgage they will pay an attorney's fee of Ten Dollars (\$10.00) and 10 percent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney's for collection and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon,

7- Said parties of the first part for the consideration above mentioned hereby expressly waive appraisalment of said real estate and the benefit of the stay laws and of the homestead exemptions of the state of Oklahoma.

8- It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the part of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part,