W. W Stuckey, Charles La

It is expressly agreed and understood by and between the said parties hereto, thath this mortgage is a first liem upon said premises; that the party of the first part will py said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all tares and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repaid and shall not be desstroyed or remeved without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lighting for not less than \$4000,00 in form ond companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance of the title,

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum neccessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby. and that in case of a foreclosure hereof and as often as any foreclosure suit may be filed the holder hereof shall recover from the first party an autorneys fee of \$25.00 and ten per cent upon the amount due, or such difference sum as may be provided for by said notes, whaic h shall be due ugon the filing of the petition in foreclosure and which is secured herebym together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, icluding attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagee or assigns, with interest theron at the per cent per annum, and this mortgage shall stand as security therefor,

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessments herein mentioned, or to comply with any requirements herein, or upom any waste upon said premises, or any destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without not ice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part, or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and proceeds applied to the payment of the sums secured herebyl and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof. less reasonable expenditures to the payment of said indebtedness, and for this purposes the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

in construing this mortgage the words "first party" and " second party" wherever used shall be held to mean the persons were in the preamble as parties hereto.

Jessa M. Sigler Dated this 17th day of April, 1924.

11 110 112

Ross Sigler.

STATE OF OKLAHOMA) TULSA COUNTY

Beforeme, the undersigned a Notary Public in and for said County and State, on this 17 day of April 1923 personally appeared Jessa M. Sigher and Ross Sigler to me known to be theidentical persons who executed the within and foregoing instrument, and acknowledged to

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