

the performance of the covenants and agreements herein contained, and the payment when the same shall become due, of EIGHTY THOUSAND Dollars, according to ten promissory notes of even date herewith, and executed and delivered to said Mortgagee by said Mortgagor, James E. Duffey nine for Four THOUSAND DOLLARS, each due on July 1, in the years 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, and 1933, respectively, and one for FORTY- FOUR THOUSAND DOLLARS, due on July 1, 1934, with interest thereon at six per cent. per annum, payable semiannually on the first days of January and July in each year and with interest after maturity on the principal and interest installments severally at ten per cent per annum, both principal and interest being payable, without grace to the order of said Mortgagee at its Home Office in Springfield, aforesaid.

And this mortgagor, James E. Duffey for himself, his heirs, executors, administrators successors and assigns, covenants with said Mortgagee, its successors and assigns, as follows

FIRST. To Pay said sum of money mentioned in said notes, and the interest thereon, according to the tenor and effect thereof.

SECOND. That so long as any part of the debt hereby secured shall be unpaid to remove from said premises all statutory lien claims; to protect the title and possession of said real estate, and to pay when the same become due all taxes and assessments now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of Oklahoma may be levied or assessed against said Mortgagee or its mortgage interest in said land, or the debt hereby secured, or upon this mortgage, but said Mortgagee shall pay the tax on mortgages required by the laws of said State to be paid by Mortgagees.

THIRD; To keep the buildings on said premises in good repair and condition and not suffer waste thereof.

FOURTH. To keep such buildings, and any which may hereafter be erected upon said premises insured against loss or damage by fire for not less than Thirty Thousand Dollars in such insurance company or companies as said Mortgagee may approve, and to deliver to said Mortgagee as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such mortgage indemnity clause as said mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. Any sum which may become due under any such policy may be applied by said Mortgagee, at its option either to reduce said debt or to repair or replace the improvements covered by said policy. Said Mortgagee may at any time at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, In case of sale under foreclosure hereof all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the holder of the certificate of sale, and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy it may cause to be canceled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate.

Fifth; In case said Mortgagor shall neglect or refuse to keep said premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid or to remove any statutory liens on said premises, or to keep the buildings and improvements insured as aforesaid, and deliver the policy or policies or insurance, or the renewals thereof, to said Mortgagee, as aforesaid then said Mortgagee may, if it shall so elect, make repairs pay such taxes and assessments, with the accrued interest, officers' fees and expenses thereon, redeem said premises which may have been sold or forfeited for taxes or assessments thereon, purchase any tax title thereon, remove any statutory liens and prosecute or defend any