

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of Fifty Thousand and no/100 Dollars, according to the terms of 25 promissory notes of even date herewith, as follows:

No. 1, \$2,000.00 due January 1, 1925 and twenty-four others for \$2,000 each due the first of each succeeding month, until all are paid.

with interest at 7 per cent per annum from date and 10% after maturity until paid, payable at the office of said mortgagee, EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

487 THE SAID MORTGAGORS; as a part and parcel of the same transaction and as further security for the payment of the indebtedness hereinabove set forth and as an inducement for the acceptance of this mortgage, hereby COVENANT AND AGREE that they warrant and will defend the title to said premises and that they are the owners in fee simple of the same, that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens, or any other claim or demand except a real estate first mortgage given to Massachusetts Mutual Life Insurance Company, of Springfield, Massachusetts, in the principal sum of One Hundred Seventy-five Thousand & no/100 Dollars.

Said mortgagors hereby covenant and agree to pay all taxes and assessments of whatsoever character or kind on said land and any and all taxes or assessments that shall hereafter be levied against the same, except the mortgage tax that may be payable upon the filing of this instrument, but including personal taxes before the same shall become delinquent and a lien upon said property, and to keep the buildings upon the premises hereby mortgaged insured in some reliable insurance company, approved by the mortgagee against loss or damage by fire, lightning, tornado and wind-storm, in the sum of Two Hundred Thousand and no/100 Dollars; and in case such taxes or assessments are not promptly paid when due and payable, or in case such insurance policies as above specified are not kept in force in the amount above fixed, then the mortgagee may satisfy or pay such taxes or special assessments and insurance premiums; all payments so made by the mortgagee shall immediately be due and payable to it, including all costs and expenses in connection therewith and all amounts so expended or paid shall bear interest at the rate of ten per cent per annum from payment until reimbursement is made, and shall be and constitute additional liens upon said property and be secured by this mortgage.

IT IS FURTHER UNDERSTOOD And agreed that during the term of this mortgage suitable and proper repairs will be made from time to time so that all buildings, fences and other improvements on said property shall be kept by the mortgagors in as good state of repair as the same are at this time, ordinary wear and tear excepted, and that no waste shall be committed or permitted, and that the premises shall not be used to any illegal purpose.

SAID MORTGAGOR FURTHER EXPRESSLY AGREE that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same as hereinabove provided, attorneys fees of \$500.00 will be paid to said mortgagee. Said fees shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises, and the amount thereof shall be recovered in such foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

That upon the institution of proceedings to foreclose this mortgage, the proper plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession of and exercise control over the premises described herein, and to collect the rents and pro-