

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 of insurance, or the renewals thereof to said Mortgagee, as aforesaid, then said Mortgagee may, if it shall so elect, make repairs pay such taxes or 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 suits in relation thereto, insure and keep insured said buildings in the sum aforesaid, or for any less sum and for such time as said Mortgagee may deem proper. Any sums which may be so paid out by said Mortgagee, and all sums paid out for substituted insurance as aforesaid, including the costs expenses and attorneys' fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at the same rate as said notes, shall be paid by said Mortgagor to said Mortgagee upon demand, and shall be deemed a part of the debt hereby secured, and recoverable as such in all respects. Any such lien, claims, taxes, assessments or tax titles so purchased, paid or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

Sixth: Extension of the time of payment of said indebtedness, or any part thereof, by agreement of said Mortgagee and any future owner of said premises, without notice of such extension to the makers of said notes, shall not operate to release such makers from personal obligation thereon.

Seventh: Breach of any of the foregoing covenants, or default in any of such payments of principal or interest, as aforesaid, shall, at the election of said Mortgagee, exercised at any time after such breach or default without notice to any one, cause all the sums hereby secured, with the interest thereon, to become at once due and payable, and said Mortgagee may enforce payment thereof by foreclosure or otherwise.

In case action shall be brought to foreclose this mortgage, said Mortgagor will pay a reasonable attorney's fee, which this mortgage also secures, to become due and payable when suit is filed; and do expressly waive the appraisal of said real estate.

Dated this second day of July, in the year one thousand nine hundred and twenty four, said mortgagor having caused this mortgage to be executed in its behalf by its President, its corporate seal to be hereunto affixed, and attested by its Secretary,

THE TULSA OPERA HOUSE COMPANY,

ATTEST:

By: W. E. Chastain, President.

(CORP SEAL)

George T. Cathey, Secretary.

STATE OF COLORADO, COUNTY OF Las Animas, SS

Before me, a Notary Public in and for said County and State, on this ninth day of July, 1924, personally appeared W. E. Chastain to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set