

189

soever nature and whatever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns as collateral and additional security for the payment of said debt, interest, and all sums secured hereby, with subrogation clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, its successors or assigns, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any indorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all monies becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, take place.

Third: To keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth: To pay before the same shall become delinquent, any and all taxes, charges or assessments, general, local or special, levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises or any part thereof, or upon the mortgagee's, its successors or assigns interest therein, or upon this mortgage, or upon the said debt, or other sums hereby secured to whomsoever assessed, including personal taxes.

Fifth: To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay to the mortgagee, its successors or assigns within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or other wise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all such sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth: In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or keep said premises free from judgments, mechanics' liens or other statutory liens or claims of whatsoever character, which might be prior to the lien of this mortgage, as hereinbefore provided, the mortgagee, its successor or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanics' liens or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns, provided that the mortgagor agrees to pay the penalty and legal rate of interest specified by law on all sums so expended for delinquent taxes; and for payment thereof this mortgage shall stand as security in like