

legal holder hereof, and shall after such default, bear ten per cent interest per annum, and if collected by suit, I, We, or either of us agree to ~~pay~~ an additional sum equal to ten per cent of the amount due, as attorneys' fees.

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SECOND: That said mortgagors, with forty (40) days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or upon, or on account of, or the indebtedness secured thereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagors their legal representatives or assigns, or otherwise; and said mortgagors hereby waives any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate on, or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

THIRD: That the said mortgagors will also keep all buildings erected upon said lands insured against loss and damage by tornado and fire with insurers approved by the mortgagee in the sum of Sixteen Hundred (\$1600.00) dollars, as a further security to said mortgage debt and assign and deliver to the mortgagee all insurance upon said property.

FOURTH: if said mortgagors make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of ten per cent per annum.

FIFTH: Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same or any part thereof, remain unpaid for the period of six months, then the aforesaid principal sum of Sixteen Hundred (\$1600.00) Dollars with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns the sum of One hundred sixty & No/100 (\$160.00) "ollars as a reasonable attorney's fees in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises.

SEVENTH: As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee, and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.

Signed and delivered this 5th day of August 1924.

R. A. Brenneman

Elma Brenneman

State of Oklahoma, )  
Tulsa County, ) ss.