

not less than \$5000.00 against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part, or its assigns, with standard mortgage clauses attached thereto in favor of said party of the second part as additional security to this loan, and if the taxes or insurance premiums are not paid when due by the party of the first part, the holder hereof may pay the same and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum, and the party of the first part assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and improvements on said lands in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, its successors and assigns all the rights and benefits accruing to him under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Should operations under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible.

FIFTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned and the holder is entitled to the possession thereof by receiver or otherwise.

SIXTH: Said party of the first part agrees that if the makers of said note shall fail to pay the principal or interest of said note, or any part thereof, as the same becomes due, or any of the taxes, assessments or insurance premiums, as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof, become due and payable at once, and without notice.

The said party of the first part shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage, or recover on the insurance policies, they will pay a reasonable attorney's fee of ten per cent of the amount due, together with abstractor's fee for supplemental abstract of title for use in said foreclosure proceedings, which this mortgage also secures.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed his name and affixed his seal on the day and year first above written.

Executed and delivered in the presence of Edward L. Swain.

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } SS.
BEFORE ME, a Notary Public in and for said County and State on this 28th day of May 1925, personally appeared Edward L. Swain, a single man, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and year above set forth.
My commission expires Jan 9, 1928. (Seal)

R. A. Blackburn, Notary Public.