

hereby waives any and all claim, or right against said mortgagee, its successors or assigns, to any payment or rebate ~~sum~~ 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 on said lands insured against loss and damage by tornado and fire with insurers approved by the mortgagee in the sum of three thousand (\$3000.00) 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 10 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 three thousand (\$3,000.00) 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 hereinafter 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 three hundred (\$300.00) dollars, 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 presents may be enforced by the appointment of a Receiver by the Court.

Signed and delivered this 1st day of November, 1924.

W. A. Partridge,
Anna T. Partridge.

State of Oklahoma)

Tulsa County) SS Before me, Chas. B. Rawson, a Notary Public in and for said County and State, on this 1st day of November, 1924, personally appeared W. A. Partridge, and Anna E. Partridge, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal on the date last above mentioned.

(SEAL) Chas. B. Rawson, Notary Public.

My commission expires April 8, 1928.

Filed for record in Tulsa Co. Okla. on Nov. 3, 1924, at 9:30 A.M. recorded in book 497, page 280, Brady Brown, Deputy.

----- (SEAL) O.G. Weaver, County Clerk. -----