

by said mortgagors, A. L. Stovall and Estella Stovall, husband and wife, to said mortgagee.

Second: That said mortgagors within forty <sup>days</sup> after the same become due and payable, will pay all taxes and assessments which shall be levied upon said land, or upon, or on account of, this mortgage, or the indebtedness secured hereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against <sup>the</sup> said mortgagors, their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate thereon, 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 and to be erected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of one thousand 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 effects 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 9½ per cent per annum.

Fifth: Should default be made in the payment of said monthly sums, or 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 a period of 3 months, the the aforesaid principal sum of one thousand dollars, with all 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 notwithstanding. In 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 dollars, as a reasonable solicitor's fee 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 to said property, or the priority of this mortgage, which <sup>sum</sup> 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 premises may be enforced by the appointment of a Receiver by the Court.

In witness whereof, the said mortgagors have hereunto set their hands and seals on the <sup>23rd</sup> day of September, 1924. A.D.

A. L. Stovall,  
Estella Stovall.

State of Oklahoma)  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 1924, personally appeared Estella Stovall, wife of A. L. Stovall, to me known to be the identical person who executed the within and fore-

COMPARED BY  
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