

ten per cent, such charge is made without the authority, knowledge or consent of the second party; and if the party of the first part shall pay any interest thereon above the rate of ten per cent, then such excess shall be credited upon the sums due hereunder.

Second: Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable insurance company, approved by the party of the second part, against loss or damage by fire, lightning, tornado and wind storm, for the sum of three thousand and no/100 dollars, and to assign the policies to said party of the second part, as its interest may appear, and deliver said policies and renewals to said party of the second part to be held by it until this mortgage is fully paid, and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third: The said party of the first part agrees 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 upon said premises.

Fourth: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest when the same becomes due, or in case of default in the payment of any installment of taxes or assessments upon the said premises, or upon said loan, or for local improvements or other purposes, or the premium of said insurance, when the same becomes due, or in case of the breach of any covenant or condition herein contained, then the said second party, or its legal representatives, are hereby authorized to pay said delinquent items together with any other sums which it may deem necessary to protect this lien: including liens, claims, adverse titles and encumbrances on said premises, and expense of abstract of title to said premises and in perfecting and defending the title to said premises (which expense shall include, among other things, whatever amount may be expended by second party as attorney's fees either in perfecting or defending said title); and first party will immediately repay to the second party all such sums of money as it may have so paid, as herein provided, with interest thereon at the rate of ten per cent <sup>(10%)</sup> per annum, from the date of payment, and all of which sum or sums of money and the interest and penalties to accrue thereon shall be a charge and lien upon said premises, and shall be secured by this mortgage: and in case of failure, refusal or neglect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said principal sum named herein, and interest thereon, and all other items which this mortgage secures, shall become immediately due and payable and this mortgage may be foreclosed accordingly, or in such case, the holder of any of such items, normally due may foreclose this mortgage for such sums, subject to all other unpaid mortgage indebtedness and without affecting or impairing the mortgage as security therefor.

And it is also agreed that in the event of any default in payment or breach of any covenant or conditions herein, the rents and profits of said premises are pledged to the party of the second part, or its successors, and assigns, as additional collateral security, and said party of the second part, or its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise.

Fifth: It is further agreed and understood that this mortgage secures the payment of the principal bond or note, and interest coupon herein described and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the pay-

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