

493 first part, immediately, or on demand at the option of the party of the second part, with interest from the date of such payment at the rate of ten per cent. per annum and with reasonable attorney's fees incurred in the collection thereof, and this mortgage shall stand as security therefor.

THIRD.--To keep said real estate and all buildings, fences and other improvements on said real estate in as good condition and repair as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family and of tenants residing on the place.

FOURTH.--To keep the buildings on said premises insured in some responsible, joint stock fire insurance company, approved by the party of the second part, for the insurable value thereof, with the said second party's usual form of assignment attached, making said insurance payable, in case of loss, to the party of the second part, as its interest may appear, and to deliver the policy and renewal receipts therefor to said party of the second part. In case of failure to keep said buildings so insured, the party of the second part may effect such insurance and the amount so paid shall be collectible immediately, or on demand at the option of the party of the second part with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

FIFTH.-- That if any of said notes shall not be paid or there is failure to pay any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the party of the second part without notice and this mortgage may be foreclosed.

SIXTH-- To waive, and they do hereby waive all benefits of stay, valuation or appraisal laws of the State of Oklahoma.

SEVENTH.-- The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which it may be put in protecting the title herein warranted, or in any suit involving the mortgage security, and also all expenses which the party of the second part may incur should it be necessary for it to appear in any of the Land Departments or Officers of the General Government in connection with the title herein, all such costs, expenses and attorney's fees to be secured hereby with interest at ten per cent. per annum and the amount so paid shall be collectible immediately, or on demand, at the option of the party of the second part.

EIGHTH.-- In case of foreclosure proceedings the party of the first part hereby agrees to pay to the party of the second part reasonable attorney's fees for such suit payable upon filing of the petition, the same to be secured hereby with interest at ten per cent. per annum.

NINTH.-- As additional and collateral security for the payment of the notes and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases on said premises. This assignment is to become operative only in case of default in payment of the principal or any of the interest notes secured by said mortgage above mentioned, or taxes or assessments upon the land mortgaged, and is to terminate and to become null and void upon release of this mortgage.

The foregoing covenants and conditions being kept and performed, this conveyance to be void and upon satisfaction of this mortgage the party of the first part will accept a duly executed release of same, and have it recorded and in case of failure of the party of the