

to and with said party of the second part and their assigns, to-wit:

First. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of ---DOLLARS, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

Third. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition or be used for unlawful purposes.

Fourth. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same becomes due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provision of the fourth special covenant hereinbefore set out.

Sixth. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceeding in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh: in event any suit or suits are filed in any court, asserting or claiming any right, title, interest or lien adverse to the interest of the mortgagee herein, then to protect the lien of this mortgage the mortgagee or assignee may at their option defend against such suit or claim, or may purchase such outstanding claim, paying or incurring liability therefor and on account thereof such sums as may be necessary or reasonable, including reasonable attorney fees to attorney employed for such purpose and any and all such sums so paid or expended shall be secured by this mortgage and shall be a lien upon said premises in the same manner and with the same effect and force as the original note secured hereby and bearing interest at the rate of 10% per annum from date of such payment thereon, and the mortgagor agrees and covenants to re-pay all such sums to the mortgagee, and failure to make such re-payment on demand shall constitute a default within the terms of this mortgage.

Eighth. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma,

Dated this 4th day of December, 1924.

STATE OF OKLAHOMA, }
TULSA COUNTY. } SS.

C. E. Warner

May Warner.

Before me the undersigned a Notary Public in and for said County and State, on this 4th day of December, 1924, personally appeared C. E. Warner and May Warner, husband and wife, his 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