

Second: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of Twenty Two Hundred no/100 (\$2200.00) Dollars, and to assign the policies to said party of the second part, as his interest may appear, and deliver said policies and renewals to said party of the second part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of default by ^{the} said party of the first part in ^{any} payment or payments of taxes, assessments of any kind, or of insurance premiums, party of the second part may pay same and such sums so paid shall thereafter draw interest at the rate of 8 per cent per annum.

Third: It is further expressly agreed by and between the parties hereto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of ~~the~~ default in the payment of any installment of taxes or assessments upon said premises, or the premium ^{for} of said fire insurance, when the same become due or in case of the breach of any covenant or condition herein contained, the whole of said principal sum ^{herein} named ~~herein~~, and the interest thereon, shall immediately become due and payable at the option of the second party, and this mortgage may immediately be foreclosed.

Now if the said parties of the first part shall well and truly pay to the said party of the second part his heirs, executors, assigns or administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may be due said party or assigns at the times herein stipulated, then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness, or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

In testimony whereof the parties of the first part have hereunto subscribed their names the day and year first above written.

Alfred F. Smith
Lucy M. Smith.

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA, SS.)

Before me, the undersigned, a Notary Public in and for said County and State on this 16th day of January, 1909, personally appeared Alfred F. Smith and Lucy M. Smith, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as ^{his} free and voluntary act and deed for the uses and purposes therein set forth.

Elsie R. Gregory, Notary Public.

(SEAL) My commission expires December 20, 1911.

Filed for record at Tulsa, Okla., Jan. 16, 1909, at 2. 55 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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