

per month, on or before the last Saturday of each and every month, until said stock shall mature as provided in said by-laws, provided that said indebtedness shall be discharged by the payment of Eighty Four of said monthly installments, and will also pay all fines that may be legally assessed against him under said by-laws or under any amendments that may be made thereto; according to the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagors Patrick M. Kerr and Eva B. Kerr, his wife, to said mortgagee.

SECOND. The said Mortgagors, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon the said lands, 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 upon the 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 on or offset against, the interest or principal of said mortgage debt, by reason of the payment of any of the aforesaid taxes, or assessments.

THIRD. 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, and to an amount approved by the mortgagee. . Twelve Hundred Dollars as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance policies upon said property.

FOURTH: If said mortgagor 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 effect 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 eight per cent. per annum.

FIFTH. Should default be made in the payment of ~~or~~ any of said monthly sums; or of 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 the period of six months, then the aforesaid principal sum of Eleven Hundred 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, although the period herein and by said note and said by-laws limited for the payment thereof shall not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. In the 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 payment of further monthly installments.

SIXTH. Said mortgagors shall pay to 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 the covenants, or as often as the mortgagor or mortgagee may be made a defendant in ant suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH. ALL the aforesaid covenants shall run with the land. This contract shall be construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seal on the eighth day of March, 1909.

SIGNED, SEALED AND DELIVERED IN

Patrick M. Kerr (SEAL)

PRESENCE OF:

Eva B. Kerr (SEAL)

Jno. B. Yanger, Witness.