

AND IT IS ALSO AGREED, That should any default be made in such payments of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful, for the party of the second part, his successors and assigns, without prejudice to any rights which he might otherwise have by virtue of these presents, to pay and discharge said taxes and assessments, and the money thus paid shall be a lien on the premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent. per annum.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first party fail or neglect to pay, or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied, herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained or contained in said note, to the contrary thereof in any wise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, that as often as any proceedings is taken to foreclose this mortgage, said first parties shall pay said second party, his successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fees shall be a lien upon the ^{land} above described, and a part of the debt secured by this mortgage. Appraisalment of said premises is hereby waived or not at the option of the party of the second part. WITNESS our hands the day and year first herein above written.

Tennessee White

W. E. White.

STATE OF OKLAHOMA,)
) SS.
COUNTY OF CREEK.)

Before me, V. D. Houston, a Notary Public, in and for said County and State, on this 10th, day of August, 1908, personally appeared Tennessee White and W. E. White, her husband, 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 free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

V. D. Houston/ Notary Public.

(SEAL) My commission expires May. 16, 1911.

Filed for record at Tulsa, Okla., Mar. 29, 1909. at 8 o'clock A.M.

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

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