

that every insurance policy on said premises issued before said debt is paid shall be assigned as collateral security to the party of the second part or assigns as above provided, and, whether the same have been actually assigned or not, they shall, in case of loss, be payable to said second party or assigns to the extent of their interest as mortgagee in said premises; and that said second party or assigns may assign said policies, as agent of said first party to any subsequent purchaser of said premises; and that, in the event of loss under such policies the second party shall have and is hereby specifically given, full power to settle and collect the same, and to apply the amount so collected toward the payment of the indebtedness hereby secured.

SIXTH. That the first party will immediately repay to the second party, its successors or assigns all and every such sum and sums of money as it may have ^{so} paid for taxes and assessments against said real estate, and upon said mortgage and for insurance and on account of liens, claims, adverse titles and encumbrances on said premises and expenses of perfecting and defending the title to said lands, with interest thereon at the rate of ten (10) per cent. per annum from the time said sum or sums of money may have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest specified by law on all sums expended for delinquent taxes, and all of which said sum or sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and shall be secured by this mortgage.

SEVENTH. That if the makers of said note or notes, shall fail to pay any of said money either principal or interest, when due, or in case the said first party shall commit or permit waste upon said premises, or fail to conform to or comply with any one or more of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the ^{holder} of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, together with the statutory damages in case of protest; and the legal holder hereof, shall, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect rents, issues and profits thereof. For value received, the party of the first part hereby waives all benefit of the stay, valuation or appraisement and exemption laws of the State of Oklahoma; and this mortgage and notes secured hereby shall be construed and adjudged according to the laws of the state of Oklahoma at the date of their execution.

EIGHTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party will pay to the ^{said} plaintiff a reasonable attorney's fee of \$80., therefor, fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises and pay all legal costs of such action.

NINTH. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the Court, ^{without the proof required by statute, the amounts so collected by such receiver to be applied} to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise of full force and virtue.

Tenth. In construing this mortgage the words "first Party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.