

FIFTH. That said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storms, in the amount of \$2000, in insurance companies approved by said second party, for not less than a three year term, and at once deliver all policies properly assigned to said second party as collateral and additional security for the payment of said debt, interest and all sums secured hereby, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second party may <sup>20</sup> insure and re insure said buildings, acting as agent for said first party in every particular, 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 <sup>on policies</sup>, the second party shall have, and is hereby specifically given, full power to settle and collect the same, and <sup>to</sup> apply the amount so collected toward the payment of the indebtedness hereby secured.

SIXTH. That in case the said first party shall make default in any one or more of said agreements, then the said second party or assigns may pay such taxes and assessments and effect such insurance, and protect said title against adverse claims and liens, and pay the costs thereof, and the amount so expended therefore, with interest at the rate of 10 per cent per on sums paid for insurance and protection of title, and to release liens, and for costs thereof from date of such expenditure until paid, and with penalties and rates fixed by law on such taxes shall be considered a sum the repayment of which is to be hereby secured.

SEVENTH. That if the makers of said note or notes, shall fail to pay any of said money, either principal or interest, whenever the same becomes due, or in case the said first party shall commit waste upon said premises, or suffer the same to be done thereon, or fail to conform to or comply with any 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 cost, together with the statutory damages in case of protest; and said second party, its successors <sup>or</sup> assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be 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 first party hereby waives all benefits of the stay, valuation and appraisement laws of the State of Oklahoma; and agrees that this mortgage and note secured hereby shall in all respects 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, as herein provided, the first party will pay to the plaintiff a reasonable attorney's fee therefor, in addition to all legal costs and fees, and hereby agrees that \$130 is a reasonable attorneys fee, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon <sup>the</sup> said premises described in this mortgage.

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 <sup>without further proof the amount so collected is to be applied, under the directions of the court</sup> direction of this court, to the payment of any judgement rendered or amount found due upon the