

its successors and assigns forever, against the claims of all persons whomsoever.

This mortgage is given as a security for the performance of the covenants herein, and the payment to the Union Trust Company at its office in Tulsa, Oklahoma, its successors or assigns the principal sum of Two Thousand 00/100 Dollars on the 1st day of May 1914, according to the terms and conditions of the one promissory note, made and executed by Fred H. Norcum, party of the first part, bearing even date herewith, with interest thereon from date at the rate of eight per cent. per annum, payable semi-annually, but with interest after maturity at the rate of Ten per cent. per annum, which interest is evidenced by ten coupon interest notes thereto attached.

SECOND:- Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan by the ~~Said~~ State of Oklahoma, or by the County or Town wherein said land is situated, when the same shall become due, and to keep the buildings upon the ~~mortgaged~~ ^{mortgaged} premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of Twenty Five Hundred 00/100 Dollars, and to assign the policies to said party of the second part, as their interest may appear and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid, and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third:- The said party of the first part agrees to keep all buildings, fences and other improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH:- 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 becomes due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fireinsurance when the same becomes due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable at the option of said second party, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns shall be entitled to possession of said premises, by Receiver or otherwise.

FIFTH:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes, that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH:- Said party of the first part hereby agrees that, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Two Hundred 00/100 Dollars, which this mortgage also secures, and he does hereby expressly waive appraisement of the said real estate.

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

Privilege of paying \$500.00 or more, in even \$100.00 on any interest date at the expiration of one year.