

(Dempsey City) - Continued

FIFTH. That said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storm, in the amount of \$14,000, 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 so 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 mortgage 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 policy or 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 in case the said first party shall make default in any one of 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 therefor, with interest at the rate of 10 per cent. 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 the penalties and rate of interest 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 costs, together with the statutory damages in case of protest; and said second party, its successors or 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 appraisal 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 \$200 is a reasonable attorney's 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 the 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 directions of the court, without further proof, the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment 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. That upon default herein suit to foreclose this mortgage may be brought in any county where all or a part of the real estate mortgaged is situated, regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

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

TWELFTH. Said first party agrees to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The party of the first part has hereunto subscribed their names and affixed their seals.

Witnesses:

J. C. Eddy
Em. J. Fowler

W. H. Malcolm (SEAL)
Emma Malcolm (SEAL)
____ (SEAL)
____ (SEAL)

State of Oklahoma } ss.
Tulsa County } BEFORE ME, L. W. Denning, a Notary Public, in and for
said County and State, on this 20th day of Oct, 1912, personally appeared
W. H. Malcolm and Emma Malcolm, husband & wife
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 set forth.

My Commission expires June 29 - 1913 (Seal) L. W. Denning, Notary Public.

State of Oklahoma } ss.
County } BEFORE ME, _____, a Notary Public, in and for
said County and State, on this _____ day of _____, 19____, personally appeared _____
and _____
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as
_____ 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 set forth.

My Commission expires _____, Notary Public.

Filed for Record the 20 day of Oct, A.D. 1912 at 4:00 o'clock P.M.
(Seal) H. B. Swackley, Register of Deeds.
By _____ Deputy.