

& no/100 Dollars according to the terms of one promissory note dated November 5th 1909, executed by the said first party, said note being in amount as follows: One Note for Eight Hundred & no/100 dollars bearing interest from the date therein stated at Five & 1/2 per cent per annum payable annually.

Second. That in case of default in payment of said note or any of said notes, or interest, or of any sum herein agreed to be paid or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or assigns, interest at the rate of 10 per cent per annum semi-annually on said principal note or notes from the date of such default to the time when the money shall be actually paid.

Third--That first party will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, and on the note or debt secured hereby, before the same become delinquent, also all liens, claims, adverse titles, and encumbrances on said premises, and if any of said taxes, assessments, liens or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Fourth--That first party will keep all buildings, fences and other improvements on said real estate in good repair and will permit no waste on said premises.

Fifth--That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands, insured against fire in the sum of None----Dollars in some responsible insurance Company, approved by second party, payable to the mortgagee or assigns; the mortgagee agreeing in case of fire to devote the whole proceeds of such insurance to rebuilding buildings, on said land; the said mortgagee, his heirs or assigns holding the said proceeds in trust until the buildings are rebuilt and paid for; or if first party prefers said proceeds may be credited by second party on the principal sum, as of date of maturity or next interest payment. In case of failure to insure as agreed and deliver the policies to the mortgagee herein, second party may procure such insurance and collect the cost thereof, together with 10 per cent interest from first party, and this mortgage shall stand as security therefor.

And it is expressly agreed That if first party shall fail to pay said sums of money, either principal or interest, within sixty days after the same becomes due, or fail to perform, any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable, and this mortgage may thereupon be foreclosed for the whole of said money, interest and cost, and said second party, or assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to have a receiver appointed by the court to take possession and control of the premises described herein, rent the same and collect the rents thereof, under direction of the court, without the usual proofs required it being agreed between the parties hereto, that the allegations of the petition as to any default in performance of any agreement contained in this mortgage, to be by first party performed, together with the above agreement relating to pos-