

appertaining forever. This conveyance is intended as a mortgage to secure the payment of one promissory note or even date herewith, one for \$23764.65 made to Oklahoma Fire Insurance Company payable at - - - - with per cent interese per annum-----payable semi-annually and signed by-----.

Said first party hereby covenants that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances, that he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all pwerons whomsoever.

Said party of the first part agrees to insure said buildings on said premises in the sum of \$-----for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agree to pay all taxes and assessments lawfully assessed on said premises before delinquent. Said first party further expressly agrees that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same as herein provided the mortgagor will pay to the said paintiff \$-----Dollars as attorney's or solicitors' Fees therefor in addition to all other statutory fees said fees to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid and collected and the debt. lien thereof enforced in the same manner as the principal hereby secured.

The mortgagors for themselves, their heirs, administrators, executors successors of assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated and hereby waive any objection to such venue of such action.

Now if said first part shall pay or cause to be paid to said second party, heirs, or assigns said sum-----of money in the above described note mentioned together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent then the mortgage may effect such insurance or pay such taxes and assessments and shall be allowed ^{interest} thereon at the rate of---- per cent per annum until paid and this mortgage shall stand as security for all such payments. And if said sum or sums of money, or any part thereof, is not paid when due, or if such insurance is not effected or maintained or ~~if~~ any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage and shall become entitled to possession of said premises.

Said first party waive notice of election to declare the whole debt due as above stated and also the benefit ^{stay} of valuation or appraisal laws.

In witness whereof we have hereunto set our hands the day and year