

insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

THIRD: Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH: Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible fire insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of One Hundred and Fifty and no/100 Dollars, loss, if any, payable to the mortgagee or assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policies to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH: Said party of the first part hereby agrees that if the maker of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

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

SIXTH: In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto subscribe his name and affix his seal, on the day and year above mentioned.

W. A. Furganson (SEAL)

Executed and delivered in the presence of :

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