

and said mortgagors hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate on or offset against the interest or principal of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

THIRD. The said mortgagors will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire, with insurers, and to an amount approved by the mortgagee. Eighteen Hundred Dollars as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance policies upon said property.

FOURTH. If said mortgagors make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance, as above covenanted, said mortgagee, its successors or assigns, may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of eight per cent, per annum.

FIFTH. Should default be made in the payment of any of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said bylaws, and should the same, or any part thereof, remain unpaid for the period of six months, then the aforesaid principal sum of Twelve Hundred Dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, although the period herein and by said note and said bylaws limited for the payment thereof shall not then have expired anything hereinbefore contained to the contrary thereof in anywise notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness hereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the payment of further monthly installments.

SIXTH. Said mortgagors shall pay to said mortgagee or to its successors or assigns the sum of One Hundred Dollars as a reasonable solicitor's fee, in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the mortgagor or mortgagee may be made a defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH. All the aforesaid covenants shall run with the land. This contract shall be construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said Mortgagors have hereunto set their hands and seal, on this 19 day of May 1909.

Signed, Sealed and Delivered

Benjamin E. Burgess

Seal

in Presence of:

Lydia Burgess

Seal

STATE OF OKLAHOMA,)
: SS.
COUNTY OF TULSA.)

Before me, Harriett Tinnin, a Notary Public, in and for said County and State, on this 19 day of May 1909, personally appeared Benjamin E. Burgess and Lydia Burgess, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and.....seal on the date above mentioned.