

annum after due until paid; both principal and interest due and payable at Checotah, Oklahoma, in lawful money of the United States.

The said mortgagor does hereby covenant and agree with the said mortgagee, as follows.

To pay the said principal debt and all interest thereon as hereinbefore set forth as the same becomes due and payable:

To pay all taxes and assessments and premiums of insurance chargeable against the said lands and premises before the same become delinquent.

That he will keep all fences, buildings and other improvements now, or hereafter erected on said lands and premises in good condition and repair.

That he will not do, nor permit any act, by which the value of said lands and premises may be impaired.

That he will constantly keep the said lands and premises free from mechanic's liens and all other liens and encumbrances; also that he will preserve and maintain the security hereunder against any adverse or intervening claim or interest.

If the said mortgagors shall fail to pay any of said taxes or assessments, or shall fail or refuse to procure and keep up said insurance as herein agreed, then said Mortgagee his heirs, successors or assigns, may pay said taxes and assessments and effect said insurance and charge all sums so paid out against said mortgagor, and the lands and premises herein conveyed, and the money or moneys so advanced for the payment of taxes, assessments or insurance or charge of whatsoever nature on the property hereby conveyed shall be added to the mortgage debt and the repayment thereof with the interest thereon at the rate of ten per cent per annum shall be secured by this mortgage and shall be forthwith due and payable, and the said mortgagee and his heirs, successors and assigns shall be subrogated to all the rights of the person to whom said payment or payments have been made and any payment so made shall not constitute a waiver of any right growing out of such default.

Now if the said mortgagor or any one for him shall pay or cause to be paid, the said principal sum and all interest thereon at the times and place and in the manner aforesaid and shall well and truly keep and perform all of the covenants and agreements contained in said mortgage, then this mortgage shall be void, otherwise to remain in full force and effect.

But if said mortgagor shall fail to keep any of the covenants or agreements herein contained or shall fail or refuse to pay any of the moneys or interest hereby secured as the same shall become due and payable by the terms of said note and coupons, or if default occur in the payment of said taxes or assessments, or if default occur in said insurance agreement as provided herein, or if the buildings or improvements are not kept in good repair, or waste or damage be permitted or committed, then this mortgage shall become absolute, and in that case all moneys stipulated to be paid on said note, coupons, and in this mortgage shall become due and payable without notice, at the option of the said mortgagee, his heirs, successors and assigns, and this mortgage may thereafter be foreclosed for the whole amount of all said moneys, interest and costs.

And upon filing suit for foreclosure, said mortgagee, his heirs, successors or assigns shall be entitled to have a receiver appointed to take charge of said mortgaged lands and premises together with the rents, profits, crops and proceeds arising therefrom during such litigation and the period of redemption from sale hereunder, and in case of commencement of suit for foreclosure of this mortgage by reason of any default of said mortgagor, the said mortgagor, hereby agrees to pay the holder and owner of this mortgage and the