

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 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: The 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.....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 of 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 costs 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 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 therefor, 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 agreement contained in this mortgage, to be by first party performed, together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the court to appoint a receiver without other proofs than the agreements contained herein. The amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgement rendered or amount found due upon foreclosure of this instrument.

And said party further expressly agrees that in case proceedings shall be begun to foreclose this mortgage the first party will pay to the plaintiff in such proceedings One Hundred (\$100.00) Dollars, as an Attorney's fee, in addition to all other legal costs said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the premises described in this mortgage, and the amount therefor shall be recovered in said foreclosure suit and included in any judgement or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. First party does hereby expressly waive appraisement of said real estate, should the same be sold under execution, order of sale, or other final process: waive all benefits of the stay or appraisement laws of Oklahoma.

As additional and collateral security for the payment of said note the mortgagors hereby assign to the mortgagee, his heirs and assigns, all the rights, and benefits