

party therein, and shall fully comply with and perform all the covenants and agreements herein contained, then this mortgage shall be void.

But if, and as often as default be made in the performance of any of the conditions, covenants and promises herein contained, on the part of the said parties of the first part, at the time and in the manner herein provided, then in either or any such case the whole principal sum secured by this instrument then remaining unpaid, and the interest and premium and fines accrued thereon according to the terms and conditions of said First Mortgage Bond executed by the first parties, bearing even date herewith and hereinbefore referred to, shall, at the election of the second party, its successors or assigns, and without notice to first party, become at once due and payable, and said party of the second part, its successors or assigns, upon such election may at once enter upon and take possession of said premises, using such force as may be necessary therefor, and take and receive the rents, profits and income thereof, and have full control of the same, so long as said default exists, and may apply to any Judge or Court having Jurisdiction to appoint, and have appointed, a receiver to take charge of said property and preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold, and the proceeds thereof, together with the rents and profits, applied first, in the payment of the costs of suit, and in case of such foreclosure the Court may tax (\$90.00) Ninety and no/100 Dollars as attorney's fee for plaintiff in action, and all moneys which may have been advanced by second party for insurance, taxes and other liens and assessments, with interest thereon at Ten (10) per cent. Per annum, and which shall become a lien on said premises from date of advancement of same; second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon, and third, the overplus, if any, to be paid to the first parties, their legal representatives or assigns.

But Until default be made in some one or more of the conditions hereof, the parties of the first part shall be entitled to the use of the income, rents and profits of said property.

AND THE SAID PARTIES OF THE FIRST PART, for themselves and their heirs, executors and administrators and assigns, do hereby covenant to and with the said party of the second part and its successors or assigns, that they are lawfully seized of said premises in Fee Simple; That they have good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered in the State of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the State of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond, secured hereby. All erasures and interlineations appearing upon this mortgage were made by consent of the first parties before the execution hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seal, the day and year first above written.

Signed, sealed and delivered

E. L. Welch (SEAL)

in presence of:

Myrtle Welch (SEAL)

E. A. Robinson

Percy Collins.