

the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

3. The party of the first part agrees to keep all buildings, fences and other improvements on said premises in as good repair as they now are, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.

4. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default in the payment of any installment of taxes, or assessments upon said premises, or upon said loan, or the premiums of said fire and tornado insurance, when the same becomes due, or in case of the removal of any of the buildings or other improvements from said land or in case of the breach of any of the covenants or conditions herein contained, the whole of said principal sum herein named, and the interest thereon, and all sums paid by the party of the second part, on account of taxes or assessments, upon said premises, or upon said loan, or the premiums for fire and tornado insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately, and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said bond, together with interest thereon, from the date hereof, at 10 per cent per annum, crediting any and all interest payments made, if any have been made upon said sum, and the party of the second part, or the legal holder or holders of said note and mortgage, shall be entitled to recover on account of taxes or assessments upon said premises or upon said loan, or insurance premiums paid by the party of the second part, the full amount so paid, as taxes or assessments, or insurance premiums, together with the interest thereon from the date of such payment at 10 per cent per annum.

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part or her assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise, at the option of the party of the second part.

It is further agreed and understood that in computing the interest upon this loan in accordance with the stipulations of this bond, and this mortgage, such interest shall in no event, nor in anywise, directly or indirectly, be computed so as to exceed 10 per cent per annum.

5. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes, that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or interest upon the same during the said time of extension.

6. Said party of the first part hereby agrees, in event action is brought to foreclose this mortgage he will pay an attorney's fee of Ten Dollars (\$10.00) and 10 per cent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgement and shall be secured by the lien of this mortgage and by any judgement or decree rendered thereon.

7. Said party of the first part for the consideration above mentioned hereby expressly waives appraisalment of said real estate and the benefit of the stay laws and of the homestead exemptions of the State of Oklahoma.