

at the time of the taking up and discharging the said note or notes, and shall not be liable to pay any interest thereon except interest on the note or notes to the date the same are so taken up and discharged in accordance herewith:

SECOND: It is further understood and agreed on, by and between the parties hereto that if the party of the first part shall fail to pay off or take up any one of the above described notes as same respectively fall due, together with the interest thereon, that the whole amount of the indebtedness secured by this mortgage shall at once become due and payable:

THIRD: It is further understood and agreed on, by and between the parties hereto that the party of the first part shall keep the buildings on said premises insured in some good and sufficient insurance company against loss by fire lightning or storm payable to the party of the second part as his interest may appear, and shall pay all taxes assessed against said property before the same become delinquent, and shall keep said above described premises free clear and discharged of any and all liens and encumbrances, and shall pay and fulfill, keep and perform, all the conditions set out in the mortgage to the Inter-State Mortgage & Trust Company mentioned in the deed of the party of the second part to the party of the first part herein conveying the above described property, of even date with this mortgage, and in event the party of the first part shall fail to perform any of the above conditions, then this mortgage and the whole amount of indebtedness herein secured shall at once become due and payable and the party of the second part may at once proceed to foreclose said mortgage as provided in the laws of the State of Oklahoma; and in event said mortgage is foreclosed, or suit is brought on any of the above described notes, the parties of the first part hereby agree to pay all costs of said foreclosure proceedings or suits, including an attorney's fee of Ten (10) per cent of the amount secured by this mortgage.

In witness whereof, the parties have hereunto set their hands the day and year above written.

J. A. Hull

Lina J. Hull.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me W. H. Kiser a Notary Public in and for said county and state, on this the 4 day of December 1909 personally appeared J. A. Hull, and Lina J. Hull his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they each for himself and herself 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 affixed my official seal this the day and year first above written