

office of Magee, Magee & Comer, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent, according to the terms of one certain promissory note of even date and tenor herewith, with interest coupons attached and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the note secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also at his own expense keep the buildings on said property insured against fire, in a good and reputable insurance company, for the benefit of said second party, or assigns, to the extent of \$-----, until this mortgage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

PROVIDED ALSO, that, on default in the payment of any part of said principal or interest, or taxes or other assessments, when and ~~at~~ the same shall become due, or if said first party shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said note and without further notice.

And the said first party hereby promises and agree to and with the said second party, successors, administrators executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above provided, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case any of said taxes or other assessments shall become delinquent, or in case said first party shall fail to maintain the insurance on said buildings as above provided, the said second party may pay said taxes and assessments and may effect such insurance and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the court, shall be recovered by said second party from said first party as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first party hereby waives the benefit of stay, valuation or appraisal laws.

In Witness Whereof, the said first party has hereunto set his hand this 27th day of December 1909.

S.L. Vittum.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA)

COUNTY OF TULSA (S.S.

Before me, the undersigned a Notary Public within and for said County and state, on this 27th day of December 1909 personally appeared S.L. Vittum to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last written.

(seal)

John C. Magee, Notary Public.

My commission expires the 8th day of December 1913.