

levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the insurance on the building^{as herein} provided be not kept in force as stipulated; or if the parties of the first part do, or suffer to be done, any thing whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security, and may provide the necessary insurance on the buildings, and all such sums so expended shall bear interest at the rate of ten per cent per annum and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal, whatever, in order to preserve or protect the title to or possession of the premises, hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter; and that in case of a foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first parties an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure, and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood that upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured shall at once, and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure and the holder hereof ^{shall} ~~shall~~ in no case be held to account for any damages, nor for any rental other than those actually received. The appraisal of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed, and this mortgage and the evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands on this the third day of January A.D. 1910.

Henry Hornecker.
W.E. Privett.

John B. Brown
Lena L. Brown