

assessments of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes, upon the mortgage interest of said party of the second part in and to said premises, by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least.....dollars, for the benefit of the party of the second part, his successors and assigns; and assign and deliver the policy and certificates thereof to the party of the second part, his successors and assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

AND IT IS HEREBY EXPRESSLY AGREED, That should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, his successors and assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10- per cent: per annum.

AND IT IS ALSO AGREED? That should any default be made in such payment of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful for the party of the second part, his successors and assigns, without prejudice to <sup>to my rights</sup> which he might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent. per annum.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first party fail or neglect to pay, or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made <sup>less</sup> ~~less~~ valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied, herein contained, or either or any of them, then upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice if said second party so elect, anything hereinbefore contained or contained in said note, to the contrary thereof in any wise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first party shall pay said second party his successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness my hand the day and year first herein above written.

B F. Wertz.

⊗ Acknowledgment, State of Oklahoma, County of Muskogee, ss. Before me, J. Spencer C. Landrum, a Notary Public in and for said County and State on this 14<sup>th</sup> day of November, 1909, personally appeared B. F. Wertz of Muskogee, a resident of the same County and State, who is the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same, a free and voluntary act and deed, for the uses and purposes therein set forth. My commission expires May 18, 1913.

J. Spencer C. Landrum  
Notary Public