

If the parties of the first part shall fail or refuse to keep said buildings ^{insured} as herein provided for, or shall fail or refuse to pay any taxes or assessments which may be made against said property as herein agreed to, then the party of the second part or its successors in trust shall have the right to cause said buildings to be insured for its use and benefit as its interest may appear and to pay the premiums thereon, and shall have the right to pay all taxes and assessments which may be assessed and levied against said property ~~xx~~ and remaining unpaid, and shall have a lien upon the premises hereinbefore described for all such amounts laid out and expended by ~~it~~ for said purposes, together with interest thereon at the rate of eight per cent per annum and all of which shall be and constitute a lien upon the premises herein described and shall be and become a part of the debt hereby secured.

AND IT IS EXPRESSLY AGREED that if default shall be made in any payment of said indebtedness, or any part thereof, or interest thereon, or of any of said coupons interest notes, or any part thereof according to the tenor of said bond, at the times therein provided for, or if any taxes or assessments on said land shall become due and delinquent or remain unpaid when the same is due and payable, or if any waste shall be committed upon said premises or if any buildings now or hereafter erected on said lands ^{shall} ~~will~~ be destroyed or materially damaged by fire or otherwise, or if the insurance be not procured and the policies of insurance delivered as herein specified, or in case of a breach of any of the covenants herein contained, then and in that event all of said bond and all of the indebtedness herein described shall become due and payable, and in that event it shall be lawful for the party of the second part or its successors to enter upon, possess hold and enjoy the above granted premises.

And the said parties of the first part for ~~an~~ said consideration hereby expressly waive appraisal of said real estate and all benefit of the Homestead Exemption and stay laws of the State of Oklahoma, and hereby further agrees to pay the indebtedness hereby secured, and in addition thereto an attorney's fee amounting to ten per cent of the amount due at the time of the foreclosure of this Trust deed; provided this mortgage is foreclosed by an attorney of record in the state of Oklahoma.

IT IS FURTHER AGREED that all abstracts and muniments of title to said lands shall be retained by the said Colonial Trust Company, its successors and assigns, until this deed of trust shall be released or foreclosed, and in case of foreclosure hereof the same shall be delivered to the party acquiring title under such foreclosure.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

A. B. Harn (seal)

signed in the presence of

Nora B. Harn, (seal)

State of Oklahoma, County of Tulsa, S.S.

Before me H. A. Earns, a notary public in and for said county and state, on this 4th day of May 1910, personally appeared A.B. Harn and Nora B. Harn to me well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they had executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public this 4 day of May 1910
(seal) My commission expires Dec. 14th, 1911.

H. A. Earns, Notary Public.