

less on said receipts to pay all taxes assessed against the said second party or the note or debt secured hereby before it becomes delinquent and deliver to the second party receipts for the payment

thereof. If not paid, the holder of this mortgage may elect to pay such taxes, liens or assessments and be entitled to interest on the same at the rate of ten per cent per annum and this mortgage shall stand as security for any amount so paid with interest.

Third: To keep all buildings fences, and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for the uses of the grantor's family.

Fourth. To keep the buildings on said premises insured in some responsible joint stock company, approved by the party of the second part, for the insurable value thereof, with the second party's form for a assignment attached making said insurance payable in case of loss to the party of the second part, as his interest may appear and deliver the policy and renewal receipts therefor to the mortgagee herein. In case of failure to keep said buildings so insured, the holder of this mortgage may effect, such insurance and the amount so paid shall be collectable with the notes herein, with interest at ten per centum per annum, and this mortgage shall stand as security therefor.

Fifth. They further agreed, that if any of said notes shall not be paid or there is failure to pay notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to confirm to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the second party without notice and this mortgage may be foreclosed.

Sixth. To waive, and they do hereby waive all benefits of stay, valuation or appraisal laws of the state of Oklahoma.

Seventh. The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which it may be put in protecting the title herein warranted, or in any suit involving the mortgage security, and also all expenses which the second party may incur should it be necessary for it to appear in any of the land departments or offices of the General Government in connection with the title hereto, all such costs, expenses and attorney's fees to be secured hereby with interest at ten per cent per annum.

Eighth. In case of foreclosure proceedings the party of the first part hereby agrees to pay to the party of the second part the sum of \$80.00 as attorney's fees for such suit payable upon filing of the petition, the same to be secured hereby with interest at ten per cent per annum.

The foregoing covenants and conditions being kept and performed, this conveyance to be void, and this mortgage to be released at the expense of said part of the first part, and release to be recorded at cost of said part-- of the first part; otherwise to continue in force and effect.

In testimony Whereof, the said parties of the first part have hereunto set their hands.

Rachel Simmons

Thomas M. Simmons