

and agreement 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 her successors and assigns, without Prejudice to any rights she might otherwise have in virtue of these Presents, to effect such insurance and the Premium Paid therefor shall be a lien on the Premises^{is also} 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 her successors and assigns, without Prejudice to any rights which she 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 Part fail or neglect to Pay, or cause to be Paid all ~~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 against the Premises herein conveyed that will ~~not~~^{in any manner} affect or weaken the security herein, intended so to be, or shall commit waste on said Premises, or do any act whereby the Property herein conveyed is made 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 part 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 Part her successors or assigns a sum equal to ten Per cent of the total amount due on said note and this mortgage, as attorney's fees, 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. Appraisal of said Premises is hereby waived or not at the option of the Party of the second Part.

witness our hands the day and year first herein above written.

T. D. Evans

Celeste M. Evans.

Acknowledgment.

state of Oklahoma, county of Tulsa, SS.

Before me, Orville S. Booth, a Notary Public in and for said county and state, on this 31st day of January, 1911, Personally appeared T. D. Evans and Celeste M. Evans, his wife, to me known to be the identical Persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and Purposes therein set forth.

witness my hand and official seal the day and year last above written.

(SEAL)

Orville S. Booth, notary Public.

My commission expires Feb 23, 1912.

Filed for record at Tulsa, Okla., Jan 31, 1911, at 4:45 P. M.

H. G. Walkley, register of deeds, (SAL)