

the same become due and payable, including all assessments and taxes of any nature or kind levied against the interest therein of the mortgagee.

Third. To continuously maintain fire, lightning and tornado insurance covering the buildings situated upon the above described real estate, in such insurance ^{or companies} company as may be designated by the mortgagee, in the sum of no dollars, with subrogation mortgage clause attached to each and every policy, making loss, if any, payable as the mortgagee may direct, all of which said policies shall be delivered to the mortgagee as soon as written and by the mortgagee retained until the indebtedness hereby secured has been fully paid.

The foregoing agreements and obligations having been kept and performed by the mortgagors the lien hereby created shall be discharged at the proper cost of the mortgagors.

But if the mortgagors refuse or fail to fully and completely keep and perform any one or all of the agreements and obligations pertaining to the protection of said title, the payment of taxes, or the maintenance of insurance the mortgagee may protect said title, if any, pay taxes and procure and pay for insurance and this mortgage shall secure the repayment of all money so advanced by the mortgagee, together with ten per cent interest per annum payable semi-annually from the date of such advancements.

The exercise of the right and authority herein granted to the mortgagee to protect title, pay taxes, procure and pay for insurance or to perform any other act which the mortgagors have herein agreed to perform, shall not be obligatory upon, but optional with the mortgagee and the mortgagee shall not in any case be held liable to the mortgagors for a failure to exercise any authority herein granted.

Non-compliance with any of the agreements herein made by the mortgagors shall cause the whole debt hereby secured to immediately become due and payable at the option of the mortgagee, and no demand for the fulfillment of broken obligations or conditions and no notice of election to consider the debt hereby secured due, shall be necessary before instituting suit to collect the same and foreclose this mortgage; the institution of such suit being all the notice required.

The mortgagors hereby further expressly agree that in case of a foreclosure of this mortgage, and as often as any proceedings shall be commenced to foreclose the same, the mortgagors will pay to the plaintiff in such action an attorney's fee of either fifty dollars or ten per cent of the entire indebtedness then secured hereby at the option of the mortgagee, which attorney's fee shall be due and payable upon the filing of petition for foreclosure and which attorney's fee may be included in the cause of action and shall be secured by the lien of this mortgage.

In witness whereof, the mortgagors have hereunto set their hands this first day of February, A.D. 1911.

Executed and delivered in the presence of

John W. Jones.

Carl L. Martin.

State of Oklahoma, Craig county, ss.

Before me the undersigned a notary public in and for said county and state, on this 3d day of February, 1911, personally appeared John W. Jones to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

Chas C. De Pue, notary public.

My residence is Vinita, Oklahoma and my commission expires March 26th 1911.