

said property or said second party, or assigns, or charges for insurance, are not paid when the same are due and payable, or on failure to furnish insurance as herein agreed, then in either of these cases the said principal note or notes with the interest thereon, shall, and by this mortgage does, immediately become due and payable at the option of the second party, or assigns to be at any time thereafter exercised without notice to the party of the first part, and this mortgage shall then be absolute and may be at once foreclosed. But the legal holder of this mortgage may, at his option, pay such of said taxes, assessments, or charges for insurance, due and payable as herein set forth, as the party of the first part shall neglect or refuse to pay and charge them against said party of the first part, and the amounts so charged, together with interest at the rate of ten per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property, and secured by this mortgage; and the said mortgagee, or his assigns, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof.

It is hereby agreed That in case of default of payment of any sums herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, or assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note or notes, from the date thereof to the time when the money shall be actually paid.

It is hereby agreed That if any action be brought for any amount due and unpaid upon said note or note, or by virtue of any of the provisions of this mortgage, or to enforce the same, the second party, or his assigns shall be entitled to the rents and profits of said premises from the time of bringing such action and as matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs. And it is further distinctly agreed that in case the holder or holders of the note or notes secured by this mortgage shall at any time institute proceedings in any court having jurisdiction thereof to foreclose this mortgage, he or they shall be entitled to recover a reasonable attorney's fee in addition to the other amounts secured by this mortgage, which sum shall be and become an additional lien on said premises, secured by this mortgage and included in any degree of foreclosure rendered thereon.

And said first party for the consideration aforesaid, hereby expressly waves the appraisal of said real estate and all benefits of the homestead and stay laws of said State.

The first party represent themselves ~~themselves~~ of lawful age and competent to convey. Dated this 8th day of Aug 1908.

Executed and delivered in the presence of

Anne W Stewart

J.H. Allen

Tommy Ceasar

Addie Ceasar

State of Oklahoma)
(SS
County of Muskogee .)

Before me, a Notary Public within and for said County and State on this 8th day of August 1908 personally appeared Tommy Ceasar & Addie Ceasar his wife, to me known to be the identical persons who executed the ~~within and~~ *above mentioned*