

any waste on said premises .

FOURTH: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due/ or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon shall become immediately due and payable and this mortgage may be foreclosed accordingly . And it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise .

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension .

SIXTH: Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Seventy Dollars which this mortgage also secures .

Party of the first part shall have the privilege of making partial payments on the principal sum herein named in amount of \$ 100 or multiples at any interest paying time after two years from date hereof .

And the said parties of the first part for said consideration do hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma .

The foregoing conditions being performed , this conveyance to be void; otherwise of full force and virtue .

In testimony whereof the said parties of the first part hereunto subscribed their names on the      day and year first above mentioned .

Andrew J Henson

Mattie Henson

Executed and delivered in the presence of

E.A.Lilly

W.W. Cornelius

State of Oklahoma )  
( SS  
County of Tulsa . )

Before me, W.Ward Cornelius a Notary Public in and for said County and State on this 13th day of August 1908 personally appeared Andrew J Henson and Mattie Henson, husband and 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 .

SEAL. My commission expires September 18-1911

W Ward Cornelius  
Notary Public

Filed for record Aug 13 1908 at 5 P.M. H.C.Walkley Reg of Deeds (SEAL)