

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 notes, 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 <sup>be and</sup> become an additional lien on said premises, secured by this mortgage and included in any decree of foreclosure rendered thereon.

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

The first party represents themselves of lawful age and competent to convey.

Dated this 25th day of August 1908.

Executed and delivered in the presence of  
Anne W Stewart

John Harry

Mary Harry

J.N.Allen

State of Oklahoma )  
County of Muskogee ) SS

Before me, a Notary Public within and for said County and State on this 25th day of August 1908 personally appeared John Harry & Mary Harry, his wife, to me known to be the identical persons who executed the <sup>above mortgage</sup> ~~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 signature and official seal the date above written*  
S'AL. My commission expires Mar 6th 1908. Anne W Stewart  
Notary Public

Filed for record Aug 29 1908 at 11:40 A.M. H.C. Walkley Reg of Deeds (SEAL)