

whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt 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 further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at its option, but is not required, to collect such rents or royalties, and to hold such royalties or rents as it collects or as ~~are~~ paid over to it by mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent on the first five hundred dollars, and five per cent on sums above that, to become due immediately upon the filing of the petition, and which attorney's fee may be included in the cause of action and shall be secured by the lien of this mortgage.

WITNESS our hands this 20th, day of November, 1908.

Executed and delivered in the presence of:

John L. Rogers

Witnesses to mark: J. E. Birdsong,

her  
Hattie X Rogers  
mark

N. O. Colburn.

STATE OF OKLAHOMA,

} SS.

ROGERS COUNTY.

Before me, (the undersigned), a Notary Public, in and for said County and State on this 5th, day of December, 1908, personally appeared John L. Rogers and Hattie Rogers, 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.

George L. Hicks,

(SEAL) My commission expires June 5th, 1911.

Notary Public.

Filed for record Dec. 7, 1908., at 11 A. M.

H. C. Walkley, Register of Deeds (SEAL)

#### SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That we, John L. Rogers and Hattie Rogers, husband and wife, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Sixty Dollars, and the interest thereon and other sums hereinafter mentioned, as the same falls due, hereby mortgage to The Crewson Loan and Investment Company, of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in .....County, State of Oklahoma, to wit:

The West Sixteen (16) and 38/100 Acres of Lot Three (3) and the North East Ten (10) acres of Lot Three (3) in Section Seven (7), Township Twenty Two (22) North, Range Thirteen (13) East