

party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: It is further expressly agreed by and between the parties hereto 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 the default in 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 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 Fifty 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 one year from date hereof.

And the said parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate, and all benefits 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 subscribe their names on the day and year first above mentioned.

Executed and delibered in the presence of: Jesse B. Burgess

Frank Flynn, Angie Flynn

Elizabeth E. Burgess

STATE OF OKLAHOMA,)
: SS
COUNTY OF ROGERS.)

BEFORE ME, H. C. Downey, a Notary Public in and for said County and State, on this 14th, day of December, 1908, personally appeared Jesse B. Burgess and Elizabeth E. Burgess, 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.

H. C. Downey, Notary Public.

(SEAL) My commission expires June 4th, 1912.

Filed for record Dec. 14, 1908, at 3.30 P. M.

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