

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible if said second party or assigns so elect, and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage; the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income, only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expense of continuation of abstract, and all expenses and attorneys fees incurred by said second party and assigns, by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first parties, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable semi-annually and be secured by this mortgage as a part of the mortgage debt.

And in case of the foreclosure hereof, said first parties hereby agree to pay the sum of Fifty and no/100 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of the state.

Dated this 15th, day of December, 1908.

Witness to signature:

Henry Hornecker, W. E. Privett.

STATE OF OKLAHOMA, TULSA COUNTY. ) SS.

his  
John W. X. Barber  
mark

Cora V. Barber

On the 15th, day of December, A. D. 1908, before me, Henry Hornecker, a Notary Public in and for said County and State, personally appeared John W. Barber and Cora V. Barber, his wife, personally to me known to be the identical persons who executed the within and foregoing instrument as grantors, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Bixby Oklahoma, on the day and date last above written.

Henry Hornecker, Notary Public.

Notarial  
(SEAL) My commission expires August 2, 1910.

Filed for record at Tulsa, Okla., Dec., 18, 1908, at 8 A. M.

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

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