

executed and delivered <sup>by</sup> said first parties bearing date July 29 1908 and payable to to the order of said second party, on the 29 th day of July 1913, at the office of F.M. Sutton, at Tulsa Oklahoma, with exchange on New York together with interest thereon from date thereof until maturity at the rate of six per cent per annum payable semi-annually as is evidence by ten interest coupon notes payable on the first day of November and May and <sup>having</sup> ~~bearing~~ even date herewith.

SECOND : Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that shall be made upon this loan or upon the legal holder of said notes and mortgage on account of said loan by the State of Oklahoma or by the County or Town wherein said land is situated when the same become due .

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 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 default in the payments of any installment of taxes or assessments upon said premises, or upon said loan, or in case of a 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 covenants or condition herein, the rents and profits of said premises are pledged to the party of the second part, <sup>as additional collateral security and the said party of the second part or his assigns</sup> or his 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 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 <sup>same</sup> ~~same~~ during the said time of extension .

SIXTH: <sup>said</sup> ~~Said~~ parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney fee of One Hundred Dollars, which this mortgage also secures .

And the said parties of the first part, for said consideration do hereby expressly waive appraisalment 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 have hereunto subscribed their names and affix their seal on the day and year first above written . <sup>mentioned</sup>

Executed and delivered in the presence of  
D.C. Rose

Samuel Owen

Seal

Mary Owen

Seal