

or if the buildings and improvements are not kept in good repair, or if waste is committed on said premises then this mortgage shall become absolute, and in that case all moneys stipulated to be paid in said notes and coupons and in this mortgage shall immediately become due and payable at the option of the party of the second part or its assigns, and the rate of interest in said note and the coupons shall be waived, and said note shall bear interest at the rate of ten per cent per annum from the date of such default until paid, and this mortgage may thereafter be foreclosed for the whole amount of said moneys, interest and costs, and upon the filing suit of foreclosure said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court to take charge of said mortgaged premises during such litigation, and in case of the commencement of suit for foreclosure of this mortgage by reason of any default by said parties of the first part, said part of the first part hereby agree to pay to the holder and owner of said note and mortgage the sum of \$30.00 as attorney's fees for the foreclosure of said mortgage which attorneys fees shall be secured by this mortgage the same as any other moneys herein mentioned. The said parties of the first part hereby expressly waive the appraisalment of said mortgaged real estate and all benefits of the homestead and stay laws of said State.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

William T. Pemberton (SEAL)

Naoma Pemberton (SEAL)

STATE OF OKLAHOMA: MCINTOSH COUNTY. ) SS.

On the 26th, day of October, A. D. 1908, before me a Notary Public in and for said County and State/ personally appeared William T. Pemberton and Naoma Pemberton, his wife, personally to me known to be the identical persons who executed the within and foregoing instrument as grantor, 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 Stillham, Okla. on the day and date last above written.

Jesse B/ Morris, Notary Public.

(SEAL) My commission expires Jan. 15, 1912.

STATE OF OKLAHOMA: COUNTY OF MCINTOSH. ) SS.

I hereby certify that this instrument was filed for record in my office on the 27 day of Oct. A. D. 1908, at 9.30 O'clock A. M., and is duly recorded in record 3, M.R. Page 343

J. B. Morrow, Register of Deeds. (SEAL)

By J. W. Morrow, Deputy.

Filed for record Oct. 29th, A. D. 1908, at 9 A. M.

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

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