

first party hereby covenants that said first party is lawfully seized in fee of the said real estate; that the same is free from all incumbrances, and that said first party will warrant and defend the same unto the said second party, his heirs and assigns, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to the said second party all benefits of stay laws and rights of homestead, appraisement, redemption, or dower in said premises. This conveyance is made however for the following purposes.

The said first party hereby Covenants and agrees with the said second party as follows:

FIRST:-To pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth.

FOURTH: To pay all taxes which are due or which ^{may} hereafter become liens on said real estate, when by the law the same are made payable, and all taxes which may be assessed in Oklahoma against the said second party or assigns on this mortgage or the notes ^{secured} hereby secured.

Now if the covenants aforesaid be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail to pay either principal or interest, when the same become due (or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due) or shall permit or suffer any waste to be done ^{upon} on said premises; or ^{fail} to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, ^{with} accrued interest, shall become due and payable at the option of the said second party and assigns, as aforesaid, without notice, and this mortgage may be foreclosed at once for the whole of said money, accrued interest and cost, including a reasonable attorney's fee to become due upon institution of any suit for foreclosure, and to be secured by this mortgage and included in any decree of foreclosure rendered thereon, and said second party or any legal holder of said indebtedness, shall at once be entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and the occupant or occupants of said mortgaged real estate shall pay rent to the said second party and assigns as aforesaid only, or said second party or assigns shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to the said debt, interest and cost.

It is the intention of the parties of this contract to conform strictly to the laws of Oklahoma, relating to usury and no greater amount shall be collected than is allowed thereby; and, if for any reason any greater amount is received or collected at any time before the final payment and discharge of the debt, the same shall be credited thereon as of the date it was received or collected.

IN WITNESS WHEREOF, the said first party have hereunto set their hands and seals, the day and year herein first above written.

WITNESSES: 0

Lella Harrison (SEAL)

M. A. Harrison (SEAL)

STATE OF OKLAHOMA: COUNTY OF MUSKOGEE.) SS.

On this 1st, day of October Nineteen Hundred and Eight, before me, L. B. Beard, a Notary Public ^{duely commissioned and acting} within and for the County and State aforesaid/ personally appeared Lella Harrison and M. A. Harrison, her husband, to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they ^{had} executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth, and I do hereby so certify.