

erty, and secured by this mortgage; and the said mortgagee, or his assigns, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof.

IT IS HEREBY AGREED, That in case of default of payment of any sums herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first party agrees to pay to ^{the} said second party, or assigns, interest at the rate of ten per cent per annum computed semi-annually on said principal note or notes, from the date thereof to the time when the money shall be actually paid.

IT IS HEREBY AGREED, That if ^{any of} any action be brought for any amount due and unpaid upon said notes or notes, or by virtue of the provisions of this mortgage, or to enforce the same, the second party, or his assigns, shall be entitled to the rents and profits of said premises from the time of bringing such action, and as matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and cost. And ^{it} is further distinctly agreed that in case the holder or holders of ^{the} this note or notes secured by this mortgage shall at any time institute proceedings in any court having jurisdiction thereof to foreclose this mortgage, he or they shall be entitled to recover a reasonable attorney's fee in addition to the other amounts secured by this mortgage, which sum shall be and become an additional lien on said premises, secured by this mortgage and included in any decree of foreclosure rendered thereon.

And ^{said} the first party, for the consideration aforesaid hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

The first parties represent themselves of lawful age and competent to convey.

Dated this 25th, day of August, 1908.

Executed and delivered in the presence of:

Anne W. Stewart,

J. N. Allen

John Harry

Mary Harry

STATE OF OKLAHOMA,)
COUNTY OF MUSKOGEE.) SS.

Before me, a Notary Public, within and for said County and State, on this 25th, day of August, 1908, personally appeared John Harry & Mary Harry, his wife, to me known to be the identical persons, who executed the above mortgage 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 signature and official seal the date above written.

Anne W. Stewart,

(SEAL) My commission expires Mar. 6th, 1912.

Notary Public.

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STATE OF OKLAHOMA, TULSA COUNTY, AT TULSA, OKLA.

I hereby Certify that this instrument was filed for record in my office on Aug. 29, 1908, at 11.40 O'clock A. M., and is duly recorded in record 36, Page 272.

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

7420

By-----Deputy

Filed for record Nov. 12, 1908, at 8.45 A. M.

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

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