

holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent. per annum, and the first part---assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs. THIRD- The said parties of the first part agree to keep all buildings, fences and improvements on said lands in as good repair as they now are, and to not commit or allow any waste on said premises. FOURTH- In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned and the holder is entitled to the possession thereof by receiver or otherwise. FIFTH- Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due, or any of the taxes levied against said real estate by virtue of any law of the State of Oklahoma before they become delinquent; also all assessment or insurance premiums as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once and without notice. The said parties of the first part shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this Mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Four Hundred Dollars shall be added, which this Mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon release of this Mortgage. 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 affixed their seals, on the day and year first above mentioned.

*Executed and Delivered in the
presence of*

J. C. Lowe

Pleasant Grayson.

Mamie J. Howard

W. T. Gilliland

STATE OF OKLAHOMA)
MUSKOGEE COUNTY) SS.

BEFORE ME, a Notary Public in and for said County and State, on this 11th day of July 1922, personally appeared Pleasant Grayson, a single man, and Mamie J. Howard, a widow, to me known to be the identical persons who executed the within and foregoing instrument, 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.

W. T. Gilliland.

(Seal) Notary Public.

My commission expires March 26, 1924.

Filed for record in Tulsa County, Tulsa, Oklahoma, July 17, 1922 at 4 O'clock P. M.

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By F. Delman, Deputy

(Seal) O. D. Lawson, County Clerk.