

with interest thereon at the rate of nil per cent per annum until maturity and ten per cent per annum after maturity.

said interest to be paid annually, principal and interest payable at Office of Culbertson & Tomm, Muskogee, Okla.

according to the conditions of the two promissory notes of the said Mary J. Harris for said amount, made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note, and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent, shall keep the buildings thereon insured to the satisfaction of said second party for at least insurable value delivering all policies and renewal receipt to said second party; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectable, if said second party or assigns so elect and no demand for fulfillment of conditions broken nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from from sale thereunder, accounting to the mortgagor, for the net income only, applying the same in payment of any part of the debt hereby remaining unpaid.

All money paid by said second party for insurance taxes or assessments upon said property, and expense of continuation of abstract and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party, with penalties upon tax sales and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Fifty and no/100 dollars attorney's fees in such foreclosure suit to be secured, by this mortgage, which shall be due and payable when suit is filed.

And in consideration thereof, the mortgagors hereby expressly waive the benefits of the homestead laws of our State and agree that the Court in which suit in foreclosure hereon may be filed may appoint a receiver to take possession of said premises and collect the rents and profits therefrom pending said litigation and dispose these mortgagors.

Dated this 21st day of August 1922.

Mary J. Harris

State of Oklahoma,)
) ss.
Muskogee, County)

On this 21st day of August A.D. 1922 before me the undersigned a Notary Public in and for said County and State personally appeared Mary J. Harris a single woman, to me known to be the identical person who executed the within and foregoing