

This mortgage is given subject and is in prior to certain mortgage for \$1500.00 and interest given by said parties to Wm Sharpe and dated Oct. 31, 1908. Provided always that this instrument is made, executed, and delivered upon the following conditions to wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, contained the whole of said principal sum with interest shall be due and payable and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof. Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of twenty five dollars, which this mortgage also secures.

Parties of the first part for said consideration do hereby expressly waive appraisement of said real estate and all benefit of the homestead exemption and stay laws of Oklahoma.
 Dated this 31st day of October A.D. 1908.

Joseph C. Pantler.

Mary B. Pantler.

State of Oklahoma, } ss. Before me Chas. M.
 County of Tulsa. } Sterrill, a Notary Public
 in and for said County and State on this 31st
 day of Oct. 1908, personally appeared Joseph C.
 Pantler and Mary B. Pantler his wife to me known
 to be the identical persons who executed the