

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 contained 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 the rents and profits thereon.

Said parties of the first part hereby agree that in the event a foreclosure brought to foreclosure this mortgage, they will pay a reasonable attorneys fee of thirty 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 21st day of November, A.D. 1908.

Mary V. Rogers

Charles H. Rogers

State of Oklahoma } ss. Before me, E. A. Lilly,
County of Tulsa } a Notary Public in and for
said County and State, on this 21st day of November, 1908, personally appeared Mary V. Rogers and Charles H. Rogers, wife and husband, its well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same of their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth. E. A. Lilly,

(Seal) My commission expires Sept. 21st 1912. Notary Public.
Filed for record Nov. 25, 1908 at 4:25 P.M.

(Seal) N. C. Chalkley, Reg. of Deeds.