

assigns collect, 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 in case of default said second party may take immediate possession of said premises; and by suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon being paid said first party waives the plating of homestead and agrees that said land may be sold in one body.

All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party as assignee by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with foreclosure upon tax sales and shall bear interest at the rate of ten per cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of \$25 dollars, attorney's fees in such foreclosure suit, the secured by this mortgage, and for the consideration above hereby expressly waived the appraisement of said real estate and all benefit of the homestead and stay laws of the state.

Dated this 8th day of February, 1909.

James D. Ward
Eva L. Ward.

State of Oklahoma, Rogers County.

ss.

On the 9th day of February A.D. 1909 before me