

said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are, by law, made due and payable, then the whole of said sum or sums, and interest thereon shall become due and payable, and said party of the second part shall be entitled to the possession of said premises.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land and the rents and the royalties arising thereunder, and mortgagee is authorized at mortgagee's option, to collect the rents and royalties, but is not required to collect same, and to hold such rents and royalties as mortgagee collects or as are paid over to mortgagee by mortgagors and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness, to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent on the amount due, to become due immediately upon filing the petition, and which attorney's fee may be included in the cause of action and shall be secured by the lien on this mortgage.

If said mortgage indebtedness, or any principal, interest, taxes or assessments, or any installment thereof is not paid when the same become due and payable, or if the mortgagee deems himself insecure at any times, he shall have the right to apply to the District Court for the appointment of a receiver, and mortgagor hereby agrees that a receiver may be appointed to collect the rents and profits issuing out of the above described real estate, and to apply them in liquidation of this indebtedness.

In case of failure on the part of the party of the first part to perform or comply with any of the covenants and agreement herein contained, the party of the second part, or his assigns may at once foreclose this mortgage according to law.

In witness whereof the party of the first part has hereto set his hand this 28th day of October 1922.

W. C. Sanderson

ACKNOWLEDGMENT

STATE OF Oklahoma )  
Okmulgee County, ) ss

Before me, a Notary Public, in and for Said County and State on this 28th day of October, 1922, personally appeared W. C. Sanderson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 written.