policies and renewal receipts to said second party, its successors and assigns, and upon Satisfaction of this mortgage will accept from the mortgages a duly executed release of the same, have it recorded and pay the cost of recording.

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A failure to pomply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, 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, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and 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.

In event of failure of said first party to keep said premises free from judgements, mechanics' liens of other statutory liens or pay the interest on or principal of any prior mortgage on said prem ses when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorney's fees incurred by second party, or its 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 it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiuns, taxes or assessments upon said property, judgements, mechanics' lient or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt hereby due andpayable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

In case of foreclosure hereos said first parties hereby agree to pay the sum of ninety dol ars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 19th day of December, 1922.

William S. Cochran, Bess S. Cochran.

## State of Uklahoma

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TREASULTING PREDUCTATION that I received S. スゲー 6440. therefor in payment

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No. ( hereby Receipt 1

> County of Tulsa Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of December, 1922, personally appeared William S. Cochran and Bess S. Cochran, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to methat they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.

> My commission excires Jan. 12, 1926. (SEAL) C. C. McGilvray, Notary Public. Filed for record in Tulsa County, Okla. on Dec. 19, 1922, at 5:00 P.L. and duly recorded in book 432, page 2, By F. Delman, Deputy, (SEAL) O.D.Lawson, County Clerk.

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Marine Same