

interest when same becomes due, or in case of failure, refusal or neglect of first parties to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said principal sum named herein and interest thereon and all items which this mortgage secures shall ^{become} immediately due and payable, and this mortgage may be understood and agreed that foreclosure of this mortgage shall not be commenced until the aggregate of the delinquent items as herein contemplated, including principal and interest, shall equal twenty per cent (20%) of the credits to first parties on the note which this mortgage secured, or a sum not in excess of the total of four regular monthly payments.

It is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to second party, or its successors and assigns, as additional collateral security, and said second party, its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise; that upon the institution ^{of proceedings} to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof under the direction of the court, and any amount so collected by such receiver shall be applied under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

This mortgage secures the payment of the principal note and interest therein described and all renewals of principal note that may hereafter be given in the event of any extension of time for the payment of said principal debt or interest.

First parties hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of ten per cent (10%) of the face of said note, to become due and payable when a suit is filed, which this mortgage also secures, and said first parties hereby expressly waive appraisal of the real estate and homestead exemptions.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise in full force and effect.

Witness our hands this 2nd day of February, 1923.

Marian N. Kessler,
F. W. Kessler.

State of Oklahoma, County of Tulsa, SS

Before me, the undersigned, a Notary Public, in and for the above named county and state, on this 1st day of October, 1922, personally appeared ^{N.} Marian Kessler and F. W. Kessler, her husband, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 29th, 1926.

(SEAL) Bertha L. Cooper, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 7, 1923, at 1:30 P.M. and duly recorded in book 432 page 550, By Brady Brown,

(SEAL) O.G. Weaver, County Clerk.

221162 - BH

AFFIDAVIT.

State of Oklahoma }
County of Tulsa } SS

Patrick M. Kerr, of lawful age, being first duly sworn, on oath states: That he is the same Patrick M. Kerr, who joined by Eva B. Kerr, his wife, were the grantors in a certain warranty deed dated October 31, 1910, and filed for record in