

-434

condition herein contained, then second party or its legal representatives or assigns are hereby authorized to pay said delinquent items, together with any other sum which it may deem necessary to be paid to protect its lien, including liens, claims, adverse title and incumbrances on said premises, and the expense of abstract of title on said premises, and in perfecting and defending the title to said premises, which expense shall include, among other things whatever amount may be expended by second party for attorney's fees, either in perfecting or defending said title; and first parties hereby agree to immediately repay to second party all such sums of money which shall be thus paid by second party to protect its mortgage, together with interest at the rate of eight per cent (8%) per annum from the date of payment by second party until repaid, and any penalties to accrue thereon, and such sums until repaid shall be a charge and lien upon said premises, and shall be secured by this mortgage; it is understood and agreed that no interest thus chargeable shall be figured for a period less than one month.

If default shall be made in the payment of any part of either principal or 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 thereon 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 appraisalment of the real estate and homestead exemptions.

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

WITNESS Our hands this 8th day of January, 1923

J. B. Kellogg

Iorena V. Kellogg

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 8th day of January 1923 personally appeared J. B. Kellogg and Iorena V. Kellogg, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and