

and all of said notes being payable at the EXCHANGE TRUST COMPANY of Tulsa, Oklahoma.

SECOND: It is further expressly agreed by and between the parties herunto that if any default be made in the payment of any part of either said principal or interest, when the same becomes due, or in case of default in the payment of any installment of taxes or assessments upon said premises, when the same becomes due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And 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 the party of the second part, or her assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, and to receive and hold all income from said property, by Receiver or otherwise.

THIRD: Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee as provided in the above described notes, which this mortgage also secures.

FOURTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal notes and interest herein described; and all renewals of the same that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

FIFTH: The parties of the first part further agree that if they neglect or fail to pay any of the taxes or special assessments which hereafter shall be levied or assessed against any part of the above described real estate in the manner and at the time and place required by law, then the party of the second part, at any time after any of said taxes or special assessments, or any part thereof, shall have become delinquent, may pay the same, with any costs or penalties accrued thereon and any sum or sums so paid by the party of the second part hereto, shall become a part of the debt secured by this mortgage and the party of the second part shall have a lien for the same on the above described real estate; and the official receipts from the officer or officers to whom such assessments or taxes are legally payable, shall constitute and be conclusive evidence as to the time of the payment of said taxes and assessments by the party of the second part and as to the sum or sums paid; PROVIDED, HOWEVER, that the payment of said taxes or special assessments is not hereby made obligatory upon the party of the second part, but is at her option; and, failure of said mortgagors to pay any of such taxes or assessments, before the same become delinquent will, nonetheless, constitute a breach of the conditions of this mortgage by the parties of the first part.

And the parties of the first part, for the considerations aforesaid, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

SIXTH: Upon the payment of the above described indebtedness in full, and upon the performance of the above and foregoing conditions, this mortgage shall become null and void, otherwise, shall remain in full force and effect.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names on the 3rd day of January, 1923.

C. H. Terwillegger

Mary A. Terwillegger

Parties of the first part.

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party of the second part.