In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional security for the payment of the moneys herein mentioned and the holder is entitled to the possession thereof by receiver or otherwise.

This mortgage is made to the said mortgagee as a Joint Stock Land Bank doing business under " The Federal Farm Loan Act " and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said Act.

Mortgagors agree that if said note secured or the interest thereon be not paid as the same becomes due according to the terms of said note, or should said taxes, assessments, or charges levied against said land or any part thereof be not paid before they shall become delinquent or said insurance premiums be not paid as same become due, or in case there is a failure to comply with any of the foregoing agreements or covenants herein contained, then the whole of the debt herein secured shall become due and payable at the option of the holder hereof, and no demand for fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and to foreclose this mortgage, the institution of such suit being all thenotice required, and mortgagors agree that in the event of a foreclosure they will pay an attorney's fee of ten per cent of the amount sued for, same 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 of this mortgago.

And said mortgagors for said consideration do horeby expressly waive appraisement of said real estate in the event of a foreclosure hereunder and further waive all benefit of the Homestead Exemption and Stay-Laws of the State of Oklahoma.

Mortgagors further covenant that mortgagee shall be subrogated to all rights and remedies of any lien holder whose lien shall have been discharged with the proceeds of this loan, should said mortgagee desire to be so subrogated, whether such lien has been released of record or not.

IN ATNESS WHEREOF, Mortgagors have hereunto set their hands this first day of February, 1933.

P. S. Hurd

Benjamin F. Heier

Vamie Howard

Tena Heier

STATE OF OKTAHOLA, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of February 1923, personally appeared Benjamin F. Meier and Lena Leier 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 wo luntary act and deed for the uses and purposes herein set forth.

Witness my hand and official seal the day and year above set forth at Broken Arrow Okla., State of Oklahome.

My commission expires Jan. 27, 1927 (SEAL) F. S. Hurd, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 23, 1923 at 4:30 O'clock P.M.

in Book 442, page 184

By Brady Brown, Deputy

(SEAL)

O. G. Weaver. County Clerk