

so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said part of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH. Said parties of the first part hereby agree that if the makers of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform ^{or comply} with any of the foregoing conditions, or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

AND the said parties of the first part, for said consideration, do hereby expressly waive or not, at option of mortgagee an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

SIXTH. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the ^{said} first parties agree to pay to said second party and his assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first parties shall pay a reasonable attorney's fee of not less than Two Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

D. N. Fink-as Trustee for George Warren
Barnes
G. W. Barnes
Madge M. Barnes

State of Oklahoma, Muskogee County, ss.

Before me the undersigned Notary Public in and for said County and State on this 28th day of February, 1923, personally appeared G. W. BARNES and MADGE M. BARNES, 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 deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires February 6, 1924 (SEAL) Daisy L. Brenner-Notary Public
STATE OF OKLAHOMA.....MUSKOGEE COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State, on this 27 day of February, 1923, personally appeared D. N. FINK, to me known to be the identical person who executed the within and foregoing instrument as trustee for George Warren Barnes and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of himself as trustee aforesaid, for the uses and purposes therein set forth.