

foreclosure suit and included in any judgment or decree rendered in such action, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said parties of the first part shall pay, or cause to be paid, the full amount of the notes secured, hereby, and the interest coupons due thereon, according to the terms and tenor of said notes and coupons, and shall provide and maintain such insurance and pay such taxes and assessments, as herein provided, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect, and if said insurance is not effected and maintained or if any and all taxes and assessments are, or may be lawfully levied and assessed against said premises, or any part thereof, are not paid before delinquent, when second party may effect such insurance, or pay such taxes and assessments, and shall be allowed interest thereon at the rate of ten (10) per cent per annum, until paid, and this mortgage shall stand as security for all such payments, and if said sum, or sums, or money, or any part thereof, is not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, then second party at the request of any holder of any notes or interest coupons secured, as hereinbefore provided, may proceed at once to the foreclosure of this mortgage, and the collection of said debt including attorney's fees, interest and any sums advanced by the second party, as herein provided, and the second party, upon breach of conditions, shall become entitled to the possession of said premises, and the rents and profits thereof; in case this mortgage is foreclosed, and the property herein described sold, such proceedings shall be for the equal, pro-rata benefit of all said unpaid notes, without preference or priority.

First party hereby waives notice of election to declare the whole debt, as hereinbefore set forth, and also, the provisions of all stay or valuation laws, and specifically, the appraisement of said property in case of sale under foreclosure.

In witness whereof, Mary L. Tinker, and Frank Tinker, wife and husband, of Skiatook, Osage County, Oklahoma, have caused these presents to be executed, all as of the day and year first above written.

Mary L. Tinker.
Frank Tinker.

State of Oklahoma)
County of Tulsa)) SS Before me, A. W. Lucas, a Notary Public in and for said County and State, on this 21 day of March, 1924, personally appeared Mary L. Tinker and Frank Tinker, 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.

In witness whereof, I have hereunto set my hand and notarial seal on the date above mentioned.

(SEAL) A. W. Lucas, Notary Public.

My commission expires Dec. 12, 1925.

ACCEPTANCE BY TRUSTEE.

The appointment as trustee as provided in the within and foregoing trust mortgage, is hereby accepted and agreed to.

In witness whereof, the Citizens Trust Company, a corporation, has caused these presents to be signed by its Vice-President, attested by its Secretary and its corporate seal affixed, this 22 day of March, 1924.

(SEAL) Citizens Trust Company.

By E. F. Scott, Vice-President.