

April 9 1924

assessed, including personal taxes, before delinquent, shall keep the building thereon insured to the satisfaction of said second party for at least - - -, delivering all policies and renewal receipts to said second party, its successors and assigns, and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgage for the net income only applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns, with or without litigation to protect the lien of this mortgage or the priority thereof, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage.

And in case of foreclosure hereof said first party hereby agree to pay an amount equal to ten per cent of the principal of the debt hereby secured, as attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above, hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said State, and consent that the decree of foreclosure provide for the sale of the whole of said premises together and not in parcels.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assign to the said party of the second part its successors, and assigns, all the profits, revenues, royalties rights and benefits accruing to them under all oil, gas or mineral leases on said premises.

This assignment of terminate and become null and void upon release of this mortgage.

In testimony whereof, the said party of the first part hereunto set his hand.

Charles Lawson Berryhill.

State of Oklahoma)
County of Creek) Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of April 1924, personally appeared Charles Lawson Berryhill, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL) Jno. L. Sisson, Notary Public.

My commission expires Dec. 14th, 1926.

Filed for record in Tulsa County, Okla. on April 9, 1924, at 4:00 P.M. recorded in book 448, page 484, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.