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waste, and to take out policies of insurance--fire, tornado, or both--should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

COMPAKED

The mortgagors agree to pay all expenses and disbursements, (including a reasonable attorney's fee) occasioned by any suit or proceeding involving the premises hereby mortgaged and wherein the mortgagee or the mortgagee's heirs or assigns or the holders of any of the notes secured by the within mortgage may be made a party.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the 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 foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagee's option, but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagee collects or as are paid over to mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent. on the first five hundred dollars, and five per cent. on sums above that, 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 mortgage.

The mortgagors also agree that in the event of the breach of any of the conditions of this mortgage and the mortgagee, his heirs or assigns, elect to foreclose said mortgage, the mortgagors herein will pay all expenses and disbursements with ten per cent interest from date of disbursement, made by the mortgagee, his heirs or assigns, in obtaining an abstract covering all of the lands mortgaged herein, said abstract to show the whole title, including all of the foreclosure proceedings up to and embracing the judgment ordering the sale of the premises.

Witness our hands this 7 day of April, 1923.

Etta M. Devinna

Maurice A. Devinna

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me (the undersigned), a Notary Public, in and for said county and state, on this 13th day of April, 1923, personally appeared Etta M. Devinna and Maurice A. Devinna, her husband 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.

My commission expires 9-3-1923

(SEAL)

Roy E. Lynch, Notary public