

per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

Fourth: Mortgagor agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay off such prior encumbrance, in full, or the amount due thereon whether principal or interest, or may pay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder hereof.

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.

Fifth. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of as per note, as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be an additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

Sixth. Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed to take charge of the premises herein mortgaged during the pendency of such action.

In witness whereof, the said mortgagor has hereunto set his hand on the 10 day of November, A.D. 1923.

(Corp. Seal) Hennepin Construction Company,

By Harry Stein, President.

Attest: Annie Stein, Secretary.

State of Oklahoma)

County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 1923, personally appeared Harry Stein and Annie Stein, to me known to be the President and Secretary, respectively of the Hennepin Construction Company, and the 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, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

(SEAL) Beulah McAllister, Notary Public.

My commission expires January 16, 1927.

Filed for record in Tulsa County, Okla, on Nov. 17, 1923, at 10:00 A.M. recorded in book 474, page 401, Brady Brown, Deputy,

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