

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

COMPARED

Fourth. Mortgagors, agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagor 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 when thirty (30) days from date of advancement, the holder of the note 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 thereof.

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 it being all the notice required.

Fifth. Grantors agree that in case of 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 attorney's fee in addition to all other 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 25th day of January, 1924.

J. R. Smart.

State of Oklahoma)

Tulsa County ) SS Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day of January, 1924, personally appeared J. E. Smart, a single man, to me known to be the identical person who signed 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.

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

(SEAL) Beulah McAllister, Notary Public.

My commission expires on the 15th day of January, 1927.

Filed for record in Tulsa County, Okla. on Jan. 29, 1924, at 10:50 A.M. recorded in book 481, page 477, Brady Brown, Deputy,

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