

or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon release of this mortgage.

407 FIFTH: If the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the party of the first part their heirs or assigns, which cost party of the first part agrees to pay, but if the party of the first part their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in the whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable, without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, appraisement waived, and shall be entitled to have Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and it is agreed and understood that if the said real estate is occupied by the owner thereof the rents assigned herein and authorized to be collected by receiver shall be the customary crop rent, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage, and in the event action is brought to foreclose this mortgage, a reasonable attorney fees of not less than an amount equal to ten per cent of the principal note or notes herein described shall be added, and in no event less than the sum of Fifty Dollars, which this mortgage also secures.

And that said party of the first part, for said consideration does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

The words " party of the first part", as used in this instrument, shall mean the party or parties executing same as party of the first part, whether one or more, and all pronouns referring thereto shall be treated and construed as referring to such party or parties, and the use of the plural shall be construed as singular wherever necessary to conform to the context.

IN WITNESS WHEREOF: The said parties of the first part have hereunto set their hands on the day and year first above mentioned.
executed and delivered in presence of:
Mary N. Engel, J enks Okla.

Louise Gibson

Maggie Frailey

C. Frank Frailey

STATE OF OKLAHOMA,)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of Sept, 1924, personally appeared C. Frank Frailey and Maggie Frailey, his wife, 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