

the buildings thereon insured to the satisfaction of said second party for at least \$300.00 Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recored and pay for the 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 to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income, only, applying the same in the payment of <sup>any</sup> ~~any~~ part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage; and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation <sup>with</sup> of third parties to protect the lien of this mortgage, 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 semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of Fifty no/100 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of the state.

Dated this 12th, day of March 1909.

B. M. Crosby  
Mary A. Crosby

STATE OF OKLAHOMA, )  
                                  :SS.  
TULSA COUNTY.        )

On the 12th, day of March, A. D. 1909, before me Henry Hornecker, a Notary Public in and for said County and State, personally appeared B. M. Crosby and Mary A. Crosby, his wife personally to me known to be the identical persons who executed the within and foregoing instrument as grantors 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Bixby Oklahoma, on the day and <sup>date</sup> year last above written.

Henry Hornecker, Notary Public.

SEAL) My Notarial Commission expires August 2, 1910.

Filed for record at Tulsa, Okla. Mar. 15, 1909. at 8 o'clock A. M.

H. C. Walkley,  
Register of Deeds (SEAL)

.....