

so paid, as taxes or assessments, or insurance premiums, together with interest thereon from the date of such payment at 10 per cent per annum.

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises, are pledged to party of the second part, or his assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of the said premises, by receiver, or otherwise, at the option of the party of the second part.

It is further agreed and understood that in computing interest upon this loan in accordance with stipulations of this bond, and this mortgage such interest shall in no event nor in anywise directly or indirectly be computed so as to exceed 10 per cent per annum.

5. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes, that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or interest upon the same during the said time of extension.

6. Said parties of the first part, hereby agree in event action is brought to foreclose this mortgage they will pay an attorney's fee of Ten Dollars (\$10.00) and 10 percent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon.

7. Said parties of the first part for the consideration above mentioned hereby expressly waive-- appraisalment of said real estate and the benefit of the stay laws and of the homestead exemptions of the state of Oklahoma.

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the parties of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names on the day and year first above written.

Executed and delivered in  
presence of.

Esther Magnuson  
W.T. Byrd.

B. F. Breeding  
Ethel S. Breeding.

STATE OF OKLAHOMA)  
COUNTY OF TULSA ( S.S.

Before me, Claude F. Tingley, a Notary Public in and for said County and State, on this 20th day of December 1909, personally appeared B.F. Breeding and Ethel S. Breeding 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 for the uses