failure to pay any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the second party without notice and this mortgage may be foreclosed.

SIXTH: To waive, and they do hereby waive all benefits of stay, valuation or appraisement laws of the State of Oklahoma.

SEVENTH: The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which it may be put in protecting the title herein warranted, or in any suit involving the mortgaged security, and also all expenses which the second party may incur should it he necessary for it to appear in any of the Land Departements or Office of the General Government in connection with the title hereto, all such costs, expenses and attorney's fees to be secured hereby with interest at ten per cent. per annum.

EIGHTH: In case of foreclosure proceedings the party of the first part hereby agrees to pay to the party of the second part the sum of \$25? an attorney's fees for such suit, payable upon filing of the petition, the same to be secured hereby with interest at ten per cent, per annum.

The foregoing covenants and conditions being kept andperformed, this conveyance to be void, and this mor gage to be released at the expense of said part... of the first part, and the release to be recorded at the cost of said patt... of the first part; otherwise to continue in force and effect:

IN TESTIMONY WHEREOF, the saidparties of the first part, have hereunto set their hands

Rachel Simmons

Thomas M. Simmons.

STATE OF OKLAHOMA, ROGERS COUNTY. ) SS:

Before me, a Notary Public, in and for said County and State, on this Seventh day of June 1909, personally appeared Rachel Simmons, nee Wilkerson, in her own right, and Thos. M. Simmons, her husband, 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 and purposes therein set forth.

\_\_\_\_\_\_\_\_\_\_

WITNESS my hand and official seal, the day and year above written.

Webb Littlefield, Notary Public.

(SEAL) My commission expires Mch. 12th, 1911.

Ficed for record at Tulsa, Okla., Jun. 9, 1909, at 9.35 o'clock A. M.

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

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