

ten per cent per annum shall be secured by this mortgage in like manner and with like effect as for the payment of said notes and coupons.

NOW, if such payments be made as herein provided then this mortgage shall be void and shall be released by the party of the second part, the said parties of the first part hereby agreeing to record said release and pay for recording the same. But, if the parties of the first part shall fail to pay said moneys as they become due and payable, by the terms of said notes and coupons, for a period of ten days as stipulated therein, or if default be made in the payment of said taxes or assessments, or if default be made in the said insurance agreements as provided herein, or if the buildings and improvements are not kept in good repair, or if waste is committed on said premises then this mortgage shall become absolute, and in that case all moneys stipulated to be paid in said notes, coupons and in this mortgage shall immediately become due and payable, at the option of the party of the second part or assigns, and the rate of interest in said notes and coupons shall be waived and said notes shall bear interest at the rate of ten per cent per annum from date of such default until paid, and this mortgage may thereafter be foreclosed for the whole amount of said moneys, interest and cost, and upon the filing suit of foreclosure said party of the second part or its assigns shall be entitled to have a receiver appointed by the Court to take possession of said mortgaged premises during such litigation, and in case of commencement of suit for foreclosure of this mortgage by reason of any default by said parties of the first part, said parties of the first part hereby agree to pay to the holder and owner of said notes and mortgage the sum of \$120.00 as attorney's fees for the foreclosure of said mortgage, which attorneys fees shall be secured by this mortgage the same as any other moneys herein mentioned.

The said parties of the first part hereby expressly waive the appraisement of said mortgaged real estate and all benefits of the homestead and stay laws of said State.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

F. M. Elsey (SEAL)

Mary A. Elsey (SEAL)

STATE OF OKLAHOMA,)
) SS.
MCINTOSH COUNTY.)

On the 10th, day of August A. D. 1909, before me, a Notary Public, in and for said County and State, personally appeared F. M. Elsey and Mary A. Elsey, 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 Eufaula, Oklahoma, on the day and date last above written.

Fred E. Kelley, Notary Public.

(SEAL) My commission expires December 8th, 1912.

STATE OF OKLAHOMA, MCINTOSH COUNTY,) SS: This mortgage was filed for record on the 10th day of August A. D. 1909, at 1.50 o'clock P. M. and duly recorded in Book 8, J. M. R. of Mortgages, at page 82.

J. B. Morrow, Register of Deeds (SEAL)

By J. W. Morrow, Dept.

Filed for record at Tulsa/ Okla., Aug. 11, 1909, at 8 o'clock A. M.

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