

them retained until the payment of this obligation. And the mortgagors authorize the holders hereof to repair any waste, and to take out policies of insurance, fire, tornado or both, should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagee's option, but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagee collects or as are paid over to mortgagee by mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent. of the first five hundred Dollars and five per cent on sums above that, to become due immediately upon the filing of the petition, and which attorney's fee may be included in the cause of action and shall be secured by the lien of this mortgage.

WITNESS our hands this 30th, day of August 1909.

Names signed and witness to his mark

his
Jacob (X) Young
mark

E. A. Lilly

Carrie Young

F. O. Cavitt

Executed and delivered in the presence of

E. A. Lilly, F. O. Cavitt.

STATE OF OKLAHOMA,)
; SS.
T U L S A COUNTY.)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of August 1909, personally appeared Jacob Young and Carrie Young, husband and 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 and purposes therein set forth.

E. A. Lilly, Notary Public.

(SEAL) My commission Expires Sept. 21, 1912.

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 10.35 o'clock A. M.

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