

of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect 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 on the first five hundred dollars and five per cent on sums above that, to become due immediately upon filing the petition and which attorney's fee may be included in the cause of action and shall be secured by the lien on this mortgage.

Witness our hand this 15th day of December 1909

Katherine H. Parish

Executed and delivered in the presence of *S.W. Parish*

State of Oklahoma, Tulsa County, ss:

Before me (the undersigned) a notary public in and for said county and state on this 15th day of Dec 1909 personally appeared Katherine H. Parish and S. W. Parish 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 use and purposes therein set forth.

My commission expires March 14- 1912.

V. I. Pucini, Notary Public.

(SEAL)

filed for record Dec 18, 1909 at 5:00 O'clock P.M.

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

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COMPARED

State of Oklahoma )  
Muskogee county ) ss I n the County Court sitting at muskogee.