

the mortgagors authorize the holder 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 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 ~~ten~~ 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 hands this 5th day of Jan. 1910.

Executed and delivered in
the presence of.

Emilie K. Cole

W.H.Cole

W.M.Fleetwood.

STATE OF OKLAHOMA)

TULSA COUNTY (S.S.

Before me (the undersigned) a Notary Public in and for said County and State, on this 5th day of Jany. 1910 personally appeared Emilie K. Cole, and W.H. Cole, 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.

(seal)

W.L. Wall Jr. Notary Public.

My commission expires Dec. 16, 1911.

Filed for record at Tulsa, Okla. Jan. 5 1910 at 11:55 o'clock A.M.

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