

It is understood and agreed that the Twelve Hundred (\$1200) dollars, secured by this mortgage, is a part of the purchase price of the property, and

It is further understood and agreed that if the said parties of the first part, shall fail to pay any ^{part} of the note or notes, secured hereby, when the same shall become due, or the interest thereon or shall fail in any of the terms and conditions, of the said prior bond, or first mortgage, herein referred to, then and in that event the whole sum secured hereby, shall forthwith become due and payable, at the option of the holder hereof, who may immediately proceed to foreclose this mortgage; and in case of such foreclosure, and as often as any such proceedings may be had, the parties of the first part, agree to pay an attorney's fee, of ten (10%) per cent, of the claim, for the service of the attorney of the party of the second part, which said attorney's fees shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the lands secured hereby, and shall be included in the judgment of foreclosure, and taxed as costs therein, and upon sale under any such foreclosure, the parties of the first part, hereby expressly waive appraisalment of said premises, and agree that the same may be sold without appraisalment; and the party of the second part, is expressly authorized to pay any and all sums, necessary to protect the title to said premises, or to keep the same free from other liens, of whatever nature, including attorney's fees in all actions, attacking such title or the validity of this mortgage; and any sum paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree, entered hereon, and all sums secured hereby shall draw interest, at the rate of eight (8%) per cent per annum, from the time same becomes payable, until paid.

It is especially agreed and understood by and between the parties hereto, that in the event the said first parties shall make default, in any of the terms or conditions, or the payments of principal or interest, of this mortgage, or the first mortgage ^{and} bond above referred to, or the taxes, insurance premiums, or liens, or claims against said property, herein mortgaged, the whole of said principal sum and interest, of this mortgage, and of the first mortgage herein referred to, shall be due and payable, and this mortgage may be foreclosed, and said second party shall be entitled to immediate possession of the premises herein referred to, and all of the rents and profits thereof, and said first parties consent and agree to give said second party, immediate possession of the premises, and the rents, and profits without any legal proceedings therefor.

Said first parties, hereby expressly waive any benefit of the homestead exemption and stay laws of the state of Oklahoma.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands, this 31st day of May, 1910.

Mollie L. Rushmore

Pitt M. Rushmore

State of Oklahoma, County of Tulsa SS.

Before me Virginia Light, a Notary Public, in and for said county and State, on this 31st day of May, 1910, personally appeared Mollie L. Rushmore, and Pitt M. Rushmore, 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)
My commiss exp. -9-9-1912.

Virginia Light, Notary Public.