

of the said first party, but if said first party or assigns shall fail to pay either principal or interest, when the same becomes due; (or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due) or shall permit or suffer waste to be done upon said premises; or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second party, and assigns, as aforesaid, without notice, and this mortgage may be foreclosed at once for the whole of said money, accrued interest and costs, including a reasonable attorney's fee, to become due upon institution of any suit for foreclosure and to be secured by this mortgage and included in any decree of foreclosure rendered thereon.

It is also agreed that the lien of this mortgage as to defaulted interest coupons may be foreclosed for non payment of any interest coupon or coupons after any such coupon has become due and in such case the foreclosure may be made by the holder of the defaulted interest coupon, for such coupon and costs and attorney's fee as herein provided, whether such holder is the payee thereof or assignee; and such foreclosure shall be subject to the lien of this mortgage as to the principal debt hereby secured and any interest coupon or coupons not past due at the time of commencement of such foreclosure. Such foreclosure to be in all respects and to have the same effect as a foreclosure of a second lien mortgage. But this provision and such foreclosure shall not prejudice the right to foreclose this mortgage as one entire lien for the principal debt and all the coupons or the other coupons than those for which such foreclosure as a second mortgage may have been made, and shall not prevent other future foreclosure ^{or foreclosed} successively of said mortgage for the principal debt or other interest, and a reasonable attorney's fee shall accrue to the plaintiff or plaintiffs for the attorneys of plaintiff or plaintiffs upon institution of any and each such suit or suits of foreclosure upon or of this mortgage, being one such fee for each of such suits to be secured and paid as above.

Said second party or any legal holder of said indebtedness shall at once be entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and the occupant or occupants, of said mortgaged real estate shall pay rent to the second party and assigns as aforesaid only, or said second party or assigns shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof, to said debt, interest and costs.

It is the intention of the parties to this contract to conform strictly to the laws of Oklahoma, relating to usury and no greater amount shall be collected than is allowed thereby; and, if for any reason any greater amount is received or collected, at any time before the final payment and discharge of the debt, the sum shall be credited thereon as of the date it was received or collected.

In witness whereof, the said first party have hereunto set their hands and seals, the day and year herein first above written.

Witnesses:

J.B. Young (seal)
Polly Young (seal)

State of Oklahoma, County of Muskogee, SS.

On this 1st day of September nineteen hundred and ten before me W.H. Clark a Notary Public duly commissioned and acting within and for the County and State aforesaid personally appeared J.B. Young and Polly Young, his wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their free and vol-