

appoint and have appointed a receiver to take charge of said property and preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold and the proceeds thereof together with the rents and profits, applied, first, in payment of the costs of suit, and (\$100.00) One hundred and 00/100 dollars, attorneys fees, and all moneys which may have been advanced by second party for insurance, taxes, and other liens and assessments with interest thereon at Twelve (12) percent per annum and which shall become a lien on said premises from date of advancement of same; second, to pay all moneys of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium thereon, and third, the surplus, if any, to be paid to first parties, their legal representatives or assigns.

But, until default be made in some one or more of the conditions hereof, the parties to the first part shall be entitled to the use of income, rents, and profits of the said property.

And the said parties of the first part, I or themselves and their heirs, executors and administrators and assigns do hereby covenant to and with the said party of the second part and its successors or assigns, that they are lawfully seized of said premises in fee simple, that they have good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claimers, liens, bonds and demands whatsoever. This mortgage is delivered in the State of Colorado and is to be construed according to its laws so far as it relates to or affects the validity of the first mortgage bond secured hereby, all covenants and interdictions appearing in this mortgage were made by consent of first parties before the execution hereof. In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
 Percy Collins
 Will. Reed
 Cynthia Mayfield (Seal)
 John J. Mayfield (Seal)

Indian Territory Western District 83

On this 22nd day of July A. D. 1907, before me, a Notary Public, within and for the said Territory and District, appeared in person John J. Mayfield, to me personally well known as the