

payment of payment as herein agreed by said first party declare the whole sum of money herein secured due and collectable at once .

FOURTH: That the said first party agrees to keep all buildings <sup>and</sup> and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable .

SIXTH: That ~~the~~ said first party agrees, that if the makers of said note, or notes shall fail to pay any of said money, either principal or interest, whenever the same becomes due, or in case said first party shall commit waste upon said premises, or suffer the same to be done thereon, or to conform to or comply with any of the covenants contained in this mortgage , the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its/ his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed <sup>him</sup> immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party its successors or assigns , or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect rents, issue and profits thereof . For value received the party of the first part hereby waives all benefits of the stay, valuation or appraisal laws of the State of Oklahoma; and further agrees that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the state of Oklahoma at the date of their execution .

SEVENTH : And said first party further expressly agrees that in case of a foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same; as herein provided, the first party will pay to the said plaintiff a reasonable attorney's ~~fee~~ or solicitor's fee therefor, in addition to all other legal costs and statutory fees, and hereby agrees that \$150 is a reasonable solicitor's fee; said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage .

EIGHTH: It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the Court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage . The foregoing covenants and conditions being kept and performed this conveyance to be void; otherwise of full force and virtue .

NINTH: In construing this mortgage the words "First party " wherever used, shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally .

It is expressly stipulated that, upon default herein, suit to foreclose