

of this mortgage or to protect its liens shall be repaid by the mortgagor to the mortgagee or assigns with interest thereon at ten per cent per annum and this mortgage shall stand ~~stand~~ as security therefor .

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum interest or principal secured hereby or any tax or assessment herein mentioned or to comply with any requirements herein or upon any waste upon said premises or any removal or destruction of any building or other improvements thereon without the consent of the said second party the whole sum secured hereby shall at one and without notice become due and payable at the option of the holder hereof and shall bear interest thereafter at the rate of 10 per cent per annum ~~with interest~~ and the said party of the second part or its assigns shall be entitled to foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises and to collect and apply the rents thereof, less reasonable expenditures to the payment of said indebtedness and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually ~~received~~ ~~received~~ and the appraisal of said premises is hereby expressly waived . And all the covenants and agreements herein contained shall run with the land herein conveyed .

This mortgage and the note and coupons secured thereby shall in all respects be governed and construed by the laws of the State of Oklahoma .

Dated this 1st day of August 1908.

Signed in the presence of

Edythe D Thurman

P.L.Thurman.

State of Oklahoma )  
Tul sa County . ) SS

Before me A.E. Bradshaw a Notary Public in and for said County and State on <sup>this</sup> first day of August 1908 personally appeared Edythe D Thurman single and unmarried to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and official seal the day and year above written .

SEAL. My commission expires September 1 1910

A.E. Bradshaw  
Notary Public

Filed for record Aug 4 1908 at 2.45 P.M. H.C. Walkley Reg of Deeds (SEAL)