

proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the first part an attorney's fee of fifty dollars, which sum shall be due up on the filing of petition in foreclosure and this mortgage shall stand as security for such attorney's fee .

It is further agreed and understood that upon a breach of the warranty herein, or upon a failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, when due or any tax or assessments herein mentioned or to permit mining or stripping for coal or other substance on said premises contrary ^{to} the provision of this mortgage, or a failure to deliver the said incomes, rents, royalties or other monies or thing of value arising from any oil and gas lease as above provided, or to comply with any of the agreements or provisions of this mortgage; then, in either event that the whole sum hereby secured ~~shall~~ shall at once and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of eight per cent per annum and the said party of the second part, his heirs, successors, legal representatives or assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of said premises, and to each and every part thereof, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of the indebtedness secured under this mortgage, 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 damages nor for any rental, ~~monies~~ or other monies other than those actually received. The appraisal of said premises is hereby expressly waived. All covenants and agreements herein contained shall run with the premises hereby conveyed and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma, and first parties hereby expressly waive all benefits of the homestead and stay laws of Oklahoma.

IN witness whereof, the said part of the first part have hereunto set their hands the day and year first above written.

J.H.Shellenbarger

Witness to mark, execution and delivery

Mary A Shellenbarger

State of Oklahoma, Tulsa County, SS.

Before me, T.D.Evans a Notary Public in and for said County and State on this 27th day of August 1908 personally appeared J.H.Shellenbarger and Mary A Shellenbarger his wife, 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.

T.D.Evans

SEAL. My commission expires Feb 12th 1911

Notary Public

Filed for record Aug 31 1908 at 5:45 P.M. H.C.Walkley Reg. of Deeds (SEAL)