

may pay such taxes and assessments, and any other sum necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent; and for all sums so paid and expended this mortgage shall stand as security.

Upon payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first party. But it is expressly agreed that upon a breach of the warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any interest thereon, or any tax or assessment, or to comply with any ^{other} of the requirements herein contained, then the whole sum hereby secured 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 ten per cent, and the party of the second part, his heirs, successors and assigns shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest, and all costs and expenses, including attorney's fees.

It is further agreed that in case the party of the second part, his heirs, successors or assigns, shall hereafter appear in any court or tribunal whatever, in order to protect and preserve the title to or possession of said premises, then all costs and expenses, including reasonable attorney's fees, incurred therein, shall at once become due and payable and shall bear interest at ten per cent. and that in case of a foreclosure of this mortgage, and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the said first party, all costs and expenses, and a reasonable attorney's fee; and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness; and for this purposes the holder hereof shall be entitled to a receiver; to the appointment of whom the mortgagor 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 damage nor for any rental other than that actually received. The appraisalment of said premises if sold on foreclosure, is hereby expressly waived.

All covenants and agreements ~~and agreements~~ herein contained shall run with the land and this mortgage and the evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands on this 1st, day of December, 1908.

WITNESSES:

S. O. Schofield

Muskogee Essie Sullins, nee Bittle, (SEAL)

James N. Sullins (SEAL)

STATE OF OKLAHOMA,)

OKMULGEE, COUNTY')

SS.

Before me, S. O. Schofield, a Notary Public in and for said County and State, duly commissioned and acting as such, on this 1st, day of December, 1908, personally appeared Muskogee Essie Sullins, nee Bittle and James N. Sullins, her husband, 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, and I hereby so certify.

Witness my hand and seal as such Notary Public this 1st, day of December, 1908.
(SEAL) My commission expires February 1, 1912: S. O. Schofield, Notary Public.
Filed for record Dec. 3, 1908, at 8 A. M. H. C. Walkley Register of Deeds (SEAL)