

assessments levied against said premises or any other sum necessary to protect the rights of such party or ^{his} assigns, including insurance upon buildings and recover the same from the first party with ten per cent interest and that every such payment is secured hereby and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed then holder hereof may recover from the first party an attorney's fee of one Hundred Dollars, or such different sum as may be provided by said note, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expenses of examination of title in preparation for foreclosure. Any expenses incurred in litigation or otherwise, including attorney's fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagee ~~as~~ assigns, with interest thereon at ten per centum ~~per~~ annum, and this mortgage shall stand as security thereof.

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 second party, the whole sum secured hereby 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 per annum, and the said party of the second part or assigns shall be entitled to a foreclosure of ~~this~~ mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums 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 collect and apply the rents thereof, less 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 which the mortgagors hereby consent, which appointment may be made either before or after the decree in foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land hereby conveyed.

This mortgage and the notes and coupons secured hereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this First Day of September, 1908.

Signed in the presence of:

Charles J. Wightsman

..... Edna Wightsman.

STATE OF OKLAHOMA,)

SS.

TULSA COUNTY.)

Before me, K. C. Miller, a Notary Public, in and for said County and State, on this first day of September, 1908, personally appeared Charles J. Wightsman and Edna Wightsman, 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.

WITNESS my hand and official seal, the day and year above written.

K. C. Miller,

(SEAL)

Notary Public.

Notary Public within and for Tulsa County, Oklahoma?

My commission expires Nov., 29, 1911.

Filed for record Dec. 8, 1908, at 10.50 A. M.

H. C. Walkley, Register of Deeds (SEAL)